

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15,
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JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51,
JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants/Mareva Respondents

Proceeding under the *Class Proceedings Act*, 1992

SUPPLEMENTAL MOTION RECORD OF THE MAREVA RESPONDENTS:

B. Dichter, T. Lich, C. Garrah, N. St. Louis and Freedom 2022 Human Rights and Freedoms
(Select Mareva Respondents' Motion to Set Aside)

March 29, 2022

INVESTIGATION COUNSEL PC

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Injunction – Benjamin Dichter, Tamara Lich,
Chris Garrah, Nicholas St. Louis and
Freedom 2022 Human Rights and Freedoms

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Acting as Agent to Champ & Associates, Counsel
for the Plaintiffs, Zexi Li, Happy Goat Coffee
Company Inc, 7983794 Canada Inc. (c.o.b. as
Union: Local 613) and Geoffrey Devaney

AND TO: PATRICK KING
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Defendant/Mareva Respondent

AND TO: MINISTRY OF THE ATTORNEY GENERAL
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Melissa Adams
T: [REDACTED]
E: [REDACTED]

Non-Party Respondent

AND TO: GIVESENDGO LLC, and MR. JACOB WELLS
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Non-Party Respondent

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Non-Party Respondent

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Defendants/Mareva Respondents

Proceeding under the *Class Proceedings Act, 1992*

**NOTICE OF RETURN OF MOTION
(Select Mareva Respondents Motion to Set Aside)**

THE DEFENDANTS/MOVING PARTIES Freedom 2022 Human Rights and Freedoms (“Freedom Corp.”), Benjamin Dichter, Tamara Lich, Chris Garrah, and Nicholas St. Louis (collectively, the “Mareva Respondents”), will make a motion to the Honourable Regional Senior Justice MacLeod on **Thursday, March 31, 2022, at 2:00 p.m.**, or as soon thereafter as the Motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally by Zoom videoconference.

THE MOTION IS FOR:

1. an Order abridging the time for service of the Motion Record, Factum and Brief of Authorities upon the Plaintiffs, if required;
2. an Order dissolving the Mareva Injunction issued on February 17, 2022, and extended on February 28, 2022 and March 9, 2022, as against the Mareva Respondents Freedom Corp., Tamara Lich, Nicholas St. Louis, Ben Dichter and Chris Garrah;
3. an Order extending the preservation order, if necessary, over the funds and assets (the Escrow Assets) that have already been transferred and / or will be transferred to KSV Advisory Inc. (the “Escrow Agent”) pursuant to the terms of the February 28, 2022, Order (the “Escrow Order”), on a without prejudice basis to the Mareva Respondents moving on a later date and with notice to vary or set aside the terms of the preservation order;
4. an Order that the legal costs of the Mareva Respondent Nicholas St. Louis for the motion heard on March 9, 2022, be paid by the Attorney General of Ontario;
5. an Order that the costs of the Mareva injunction set aside motion in favour of the Mareva Respondents be adjudicated as against the Plaintiffs on a date to be set; and
6. such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:***Overview***

1. all Mareva Respondents have now been interviewed by the Escrow Agent – the last interviews occurring on Friday, March 25, 2022. The timing of service of this Motion Record is to provide the Court with the most up-to-date report on compliance with the Escrow Order. There is no prejudice to the Plaintiffs regarding the timing of service;
2. there is no bona fide reason to continue the Mareva injunction. There is no risk of dissipation of assets in the possession, power or control of the Mareva Respondents Freedom Corp, Tamara Lich, Nicholas St. Louis, Ben Dichter and Chris Garrah. This is a separate issue from the Mareva Respondents’ challenge to the original Mareva order;

3. if necessary, these Mareva Respondents request an order that the funds transferred to the Escrow Agent continue to be preserved by way of a preservation order and that they be permitted to move to seek their legal costs be paid from this fund and that they be permitted to move to set aside the preservation order on notice to the Plaintiffs;
4. on February 28, 2022, at approximately 12:30 pm, approximately an hour after the motion in this action was concluded, the police executed a search warrant on the residence of Mareva Respondent and seized and took possession of his seed words, phrases and access codes to permit him to transfer the cryptocurrency to the Escrow Agent. The Attorney General for Ontario initially refused to return his seed words, phrases and access codes to him. The order of February 28, 2022, (the “Escrow Order”) provides that all persons with notice must assist to give effect to the Order. Despite being aware that the Escrow Order requires them to give assistance to Mr. St. Louis, the Attorney General for Ontario refused to do so. It was not until the eve of the motion on March 9, 2022, that the Attorney General for Ontario complied with the order. Mr. St. Louis seeks his costs be paid by the Attorney General for Ontario for their unnecessary defiance of this Court’s order;
5. the Mareva Respondents contest that the Mareva injunction should not have been issued against them. They seek their costs for responding to these motions to be adjudicated on a date at the conclusion of these motions;

Chronology of the Action

6. on February 4, 2022, the Plaintiffs commenced a class action on behalf of a proposed class of persons who alleged that they were adversely affected by a protest in Ottawa that took place in February 2022. The protest was dubbed the ‘Freedom Convoy’. The claim is aimed at a wide spectrum of Defendants. The Plaintiffs alleged that the Mareva Respondents and other Defendants are liable for the torts of private and public nuisance;
7. on February 7, 2022, the Court granted the Plaintiffs’ motion for an Order for an interlocutory injunction prohibiting the Defendants, or any other participant in the so-called ‘Freedom Convoy’ protest, from honking horns in downtown Ottawa for a period of 10 days (the “Honking Injunction”). Other forms of injunctions were not sought;

8. the Honking Injunction motion was brought on short notice to the Mareva Respondents / defendants Tamara Lich, Chis Barber and Benjamin Dichter. They nevertheless responded to the motion with responding records and affidavits prepared by counsel Keith Wilson and the Justice Centre for Constitutional Freedoms (“Justice Centre”);
9. on February 10, 2022, the Attorney General for Ontario requested and received an *ex parte* Restraint Order. The Restraint Order applied to “any and all monetary donations made through the Freedom Convoy 2022 and Adopt-a-Trucker fundraising campaigns pages hosted by GiveSendGo, including monetary donations which have been transferred by GiveSendGo or its third-party payment processors to the benefit of the campaign recipients, being Chris Garrah and Freedom Corp.”;
10. on February 15, 2022, the Government of Canada invoked the federal [Emergencies Act](#). As a result, “special temporary measures” were introduced to deal with the alleged ‘national emergency’, including an [“Emergency Economic Measures Order”](#);
11. the [“Emergency Economic Measures Orders”](#) directed all financial services providers in Canada to immediately cease dealing in any property, including facilitating transfers, making property or currency available, and providing any financial services to “designated persons”. The Government of Canada described the “designated persons” as any person engaged in a blockade;
12. in essence, and as described in the public comments of parliamentarians involved in the invocation of the [Emergencies Act](#), their purpose was to cut off and freeze the property (including virtual currencies) of those involved in the ‘Freedom Convoy’ political protest;
13. by the time that the Attorney General for Ontario’s Restraint Order and the federal [Emergencies Act](#) were in place, TD Canada Trust (“TD Bank”) had already taken steps on its own volition to freeze the accounts controlled by the Mareva Respondent Tamara Lich, and commenced an application to pay the balance in the TD Bank accounts into court. The TD Bank accounts held and froze a combination of \$1 million raised through the GoFundMe crowdfunding campaign, as well as direct e-Transfer donations;
14. on February 17, 2022, notwithstanding the fact that there was already the Restraint Order,

the *Emergencies Act*, and TD Bank's freeze/interpleader application already in place, the Plaintiffs brought an *ex parte* motion as against the Mareva Respondents. The Plaintiffs knew of the aforementioned restraints. Yet the Plaintiffs advised the Court that there was a *bona fide* risk of dissipation of donor funds controlled by the Mareva Respondents;

15. the motion was heard by RSJ MacLeod. Based on the Plaintiffs' representations to the Court, the Mareva Injunction was issued. The Mareva injunction pertained to the same cash and cryptocurrencies donated to causes associated with the protest via various crowdfunding and other means. Never before has a Court issued a Mareva injunction aimed at donations. Never before has a Court issued a Mareva injunction based on allegations of private and public nuisance;
16. at the same time, and also on an *ex parte* basis, the Plaintiff brought a motion to amend the Statement of Claim for the proposed class proceeding. The Plaintiff's amended claim includes 14 additional defendants, a significantly expanded claim on behalf the "resident's sub-class", and entirely new groups of Plaintiffs, namely, the "business sub-class" and the "employee sub-class". Through the amendment to the Statement of Claim, the damages claimed by the Plaintiffs increased from under \$10 million to over \$300 million. In their amended claim, the Plaintiffs failed to plead for a Mareva injunction;
17. on February 17, 2022, the Court granted the order to amend the Plaintiff's claim. Later on February 17, 2022, the Court granted the Mareva injunction notwithstanding that the Plaintiffs did not plead for a Mareva injunction in their amended claim;
18. the Plaintiffs did not provide the Court with evidence that the funds subject to the Restraint Order were at risk of dissipation. Ontario has not alleged any breach of the Restraint Order by any of the Mareva Respondents. There is no evidence of dissipation of funds subject to the Restraint Order;
19. the Plaintiffs did not provide the Court with evidence that the funds subject to TD Bank Interpleader Application were at risk of dissipation. The TD Bank freeze and application applied to the same funds the Plaintiffs sought to have the Mareva Injunction apply to;
20. the Plaintiffs did not provide the Court with evidence that the funds subject to the federal

[Emergencies Act](#), including the [Emergency Economic Measures Orders](#) were at risk of dissipation. In effect, the [Emergencies Act](#), directed financial institutions to immediately freeze all funds, including funds raised via crowdfunding platforms, direct donations and virtual currencies. The [Emergencies Act](#) applied to some of the same funds and cryptocurrencies that the Plaintiffs sought to have the Mareva Injunction apply to;

21. on February 22, 2022, the Court issued Reasons for Decision published as [Li et al v. Barber et al, 2022 ONSC 1176](#) (the “Reasons”) providing an analysis of the legal basis for the granting of the Mareva injunction. Key points regarding the intended ambit of the Mareva Injunction include:
 - a. at paragraph 15, *“Suffice to say that a crowdsourcing fund held by a fundraising platform is probably not the property of the intended beneficiaries until the funds are released. It would be difficult to argue that such a fund would fall within the ambit of a Mareva injunction.”*;
 - b. as paragraph 16, *“It is fundamental to the granting of a Mareva injunction that the defendants are attempting to dissipate funds to which a judgment might attach.”*;
 - c. paragraph 18, *“The situation is different if the funds are in the hands of the defendants and no longer controlled by either the original donors or the fundraising platform. In that case, the gift has vested.”*;
 - d. paragraph 19, *“I am satisfied by the evidence that the funds, whether they are in the form of currency or cryptocurrency, are not legally in the possession, power and control of the defendants who are the target of this motion “Mareva Defendants”*;
 - e. paragraph 24, *“The key point for this motion is that certain of the Mareva Defendants have ownership and control of the digital wallets and they are poised to distribute or dissipate those funds”*;
22. the Mareva Respondents had counsel at the time of the initial Mareva motion. Had the Mareva Respondents been provided notice of the Mareva motion they could have advised the Court of errors in the Plaintiffs’ submissions, and the donations controlled or not controlled by each respective Mareva Respondent. The Mareva Respondents submit they should have been given notice;
23. notice should also have been given to the Mareva Respondents because the Plaintiffs sought to encumber donations from donors. The Plaintiffs did not lead any evidence from

any donor related to the intended purpose of the donations. Rather, the Plaintiffs sought to restrain funds that they had no property interest in. Furthermore, unlike the alleged purpose of the *Emergency Act* to cut of funds to end the protest, the Plaintiffs declared no purpose to assist their Honking injunction;

24. the Plaintiffs provided the Court with no evidence that even if they one day obtained a judgment, the Defendants did not have assets to satisfy the judgment. The Plaintiffs provided the Court with no evidence of the Defendants' assets;
25. rather, what the Plaintiffs did was rely on hyperbole, conflating the term 'Freedom Convoy' to mean all protesters and Defendants were engaged in unlawful activity. Media articles were proffered as 'evidence'. The Plaintiffs misstated evidence to support the test for a Mareva injunction as it applied to each individual Mareva Respondent, resulting in the Court issuing a judgment as against all Mareva Respondents as if the evidence applied to them all. To state otherwise, the Plaintiffs sought a 'nuclear' remedy with a single bomb;
26. on February 25, 2022, a Friday after the close of business, the Plaintiffs served a motion record seeking an extension of the Mareva Injunction. The motion was returnable Monday, February 28, 2022, at 10am – giving the Mareva Respondents less than a business day to respond. The late service of the Plaintiff's motion record required the Mareva Respondents to attempt to prepare affidavits over the weekend. The Mareva Respondents sought to vary terms of the injunction to allow them the opportunity to transfer the donated funds in their possession to an independent Escrow Agent;
27. the Mareva Respondents did not object to the extension of the Mareva Injunction given the short notice that they were provided (less than one business day) but took the position that the Mareva Injunction should not have been granted in the first place and reserved the right to challenge it;
28. it was the Mareva Respondents, not the Plaintiffs, who proposed the appointment of the Escrow Agent to hold funds donated for protest purposes. The Mareva Respondents proposed the use of an Escrow Agent so that there would be no concern about the location of the donated funds while title to the donated funds was determined by the Court;
29. to state otherwise, it is plain and obvious that the donors did not donate funds to the

Plaintiffs. The Plaintiffs have no property interest in the donated funds. The Plaintiff's theory of their case is that donations should be available to them if they obtain a judgment. There is no legal precedent for this, yet the Mareva Respondents were not given notice;

30. on February 28, 2022, counsel for the Attorney General of Ontario attended the motion. The AG counsel advised the Court that Ontario had an ongoing investigation, but failed to advise the Court that Ontario had sought for and received a search warrant as against Mareva Respondent Nicholas St. Louis that would frustrate the Escrow Order if executed;
31. on February 28, 2022, the Court granted the Plaintiffs' motion to extend the Mareva Injunction to March 9, 2022, or until further order of the Court. RSJ MacLeod varied the original Mareva Injunction to permit Mareva Respondents Benjamin Dichter, Chris Garrah, and Nicholas St. Louis to transfer donated funds within their possession to the Escrow Agent. RSJ MacLeod further varied the original Mareva Injunction to extend the time by which the Mareva Respondents provided the Plaintiffs with affidavits setting out their assets and being examined on those affidavits;
32. later on February 28, 2022, RSJ MacLeod issued Reasons for Decision published as [*Li et al v. Barber et al*, 2022 ONSC 1351](#);

Nicholas St. Louis, Benjamin Dichter and Frustration of the February 28, 2022, Order

33. as set out above, the Mareva Respondent Nicholas St. Louis ("St. Louis") sought to vary the terms of the Mareva Injunction to allow him to transfer the cryptocurrency he possessed that derived from donations raised from crowdfunding in support of causes associated with the protest to the Escrow Agent;
34. the vast majority of the cryptocurrency that St. Louis possessed that resulted from donations raised from crowdfunding in support of causes associated with the protest was held in a "multi-sig" wallet. A multi-sig wallet is a type of digital wallet that holds cryptocurrencies (in this case, specifically the cryptocurrency Bitcoin) that requires multiple persons to submit "keys" in order to complete a transfer;
35. the multi-sig wallet in question required three (3) "keys" in order to complete a transaction. St. Louis possessed two of the required three "keys" to the multi-sig wallet. The Mareva

Respondent Benjamin Dichter (“Dichter”) possessed the third required “key”;

36. while St. Louis and Dichter were readily, willing and able to transfer the cryptocurrency to the Escrow Agent, their ability to do so and to comply with the Escrow Order was frustrated by the intervening actions of the Attorney General for Ontario on February 28, 2022;
37. on February 28, 2022, at approximately 12:30 p.m. (merely one hour after the issuance of the Escrow Order), a joint task force of RCMP, OPP and Ottawa city law enforcement (the “Police”) descended on the personal residence of St. Louis and executed a search warrant. The Police took St. Louis’ keys, and otherwise disrespected his *Charter* rights;
38. the search warrant is dated February 25, 2022, and signed by Justice Maranger;
39. the timing of the execution of the warrant was no coincidence. Counsel for the AG of Ontario were at the motion. The AG of Ontario knew that the order being issued required all those with knowledge of the order to assist the stated purpose of the order. Yet the AG of Ontario permitted the police to execute a warrant and frustrate the very purpose of the order. The AG of Ontario resisted St. Louis motion to the eve of the motion. The AG of Ontario has not led evidence to justify their conduct. For this conduct the AG of Ontario should be required to pay St. Louis’ full indemnity legal costs associated with requiring the AG of Ontario to return his keys so that he could comply with the order;
40. to state otherwise, as a result of the search warrant, the two required “keys” to access the multi-sig wallet containing the cryptocurrency donations raised from crowdfunding in support of causes associated with the protest were seized by Police and removed from St. Louis possession. Police also seized various other electronics and paper records, which frustrate St. Louis’ ability to respond to this motion;
41. St. Louis was not arrested or charged with any offence. It appears that the sole purpose of the search warrant execution at that time, immediately after the issuance of the Escrow Order, was to prevent St. Louis from complying with the Escrow Order and to prevent the subject cryptocurrency from being transferred to the Escrow Agent;
42. the search warrant and the Information to Obtain (“ITO”) have been ordered sealed. St. Louis cannot determine if he has a basis to challenge the warrant. St. Louis was provided

- a copy of the search warrant. The search warrant indicates that the he is being investigated for possession of property obtained by crime, money laundering and mischief;
43. there is no evidence that the donated funds derived from criminal conduct. The AG of Ontario allegation is that donations would be used to fund unlawful conduct. It is not a crime to solicit donations – yet the police allege the donations are property to fund what they allege to be mischief. On its face there are genuine concerns with the grounds for the issuing of the search warrant;
 44. Dichter was not the subject of a similar search warrant execution. Instead, the Police asked Dichter to voluntarily transfer his “key” to the multi-sig wallet to their (Police) possession. The purposes of the Police are at odds with the Order issued by this Court;
 45. it is inconceivable that the AG of Ontario did not foresee that the execution of the search warrant would frustrate the ability of St. Louis and Dichter to comply with the Escrow order. The conduct of the AG of Ontario was designed to have Ontario’s quest for forfeiture take precedence over the Mareva Respondent’s intention to have this Court determine title to the donated funds in the context of these civil proceedings;
 46. paragraph 18 of the February 28, 2022, Escrow Order provides that any and all persons with notice of the Escrow Order shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent. The Police have failed to comply with this order despite their knowledge of it;
 47. following the motion heard on March 9, 2022, the police transferred St. Louis’ keys to the Escrow Agent. Dichter thereafter turned over his keys to Escrow Agent. The Escrow Agent has successfully transferred the remaining balance of the cryptocurrencies once in the possession of St. Louis and Dichter to the Escrow Fund;
 48. St. Louis and Dichter request that this Honourable Court end the Mareva injunction as it applies to them – the Escrow Order is sufficient to compel funds to the Escrow Agent;

Chris Garrah

49. as set out above, Chris Garrah (“Garrah”) also consented to the variance of the Mareva Injunction to allow him to transfer donated funds in his possession to the Escrow Agent;

50. both the funds donated via the GiveSendGo LLC platform (ultimately transferred to Garrah through GiveSendGo's payment processor Stripe), and the donations via e-transfer were deposited into the same RBC bank account of Garrah. Therefore, in reality there was no risk of dissipation of the funds held in Garrah's RBC Account No. 5474 associated with Adopt-a-Trucker as the funds are already restrained by RBC in connection with the terms of the Attorney General's Restraint Order. The Plaintiffs failed to mention this to the Court when they brought their *ex parte* motion for the Mareva injunction;
51. in terms of the cryptocurrency donated in connection with the Adopt-a-Trucker campaign, Garrah never had possession, power or control over those funds. Garrah did not create the website that solicited those funds. Regardless of being erroneously accused of controlling the cryptocurrency solicited through the Adopt-a-Trucker campaign, the non-party who has possession of cryptocurrency donated in connection with the Adopt-a-Trucker campaign has transferred the vast majority of the cryptocurrencies to Escrow Agent. Had Garrah been given notice of the Mareva injunction motion, this error could have been prevented as well;
52. Garrah has produced his bank account records to the Escrow Agent and has taken steps to comply with the terms of the Escrow Order. As part of these efforts, Garrah sought the assistance of RBC who placed their own freeze on Garrah's accounts due to the Restraint Order. Counsel for RBC has advised and the Escrow Agent has confirmed that the remaining balance of the funds once in Garrah's RBC account were successfully transferred to the Escrow Fund;
53. Garrah's personal bank account that he held with his wife was frozen for over 30 days, resulting in them missing mortgage and other payments. This is the type of issue that an undertaking to damages is designed to address – but an undertaking to damages was not issued with this Mareva injunction;
54. Garrah submits that there never was a risk of dissipation of donor by him. In any event, the alleged risk of dissipation of donor funds cannot be said to exist. Garrah requests that this Honourable Court end the Mareva injunction as against him;

Tamara Lich

55. Tamara Lich (“Lich”) was released from custody on March 7, 2022. Lich faces charges such as “counselling to commit mischief”;
56. as set out in the TD Canada Trust (“TD Bank”) Interpleader Application, TD Bank was holding approximately \$1,393,406.98 in funds that were deposited in two bank accounts held in the name of Lich. The funds in the TD Bank accounts include the \$1 million deposited from the GoFundMe crowdfunding campaign raised in connection with the protest, as well as various e-Transfer donations from 3,000 donors;
57. TD Bank took its unilateral action on February 4, 2022, to restrain Lich’s TD Bank accounts due to an alleged breach of the terms of service for personal TD Bank accounts, in the sense that TD Bank alleged that the personal accounts of Lich held “funds that were the subject of a trust”, and not personal funds;
58. TD Bank placed the hold on the two connected bank accounts on February 4, 2022. The fact that TD Bank had frozen the accounts was also highly publicized, and their Notice of Application seeking to pay the frozen funds into court was issued on February 14, 2022. Yet the Plaintiffs alleged at their motion for the Mareva injunction that there was a *bona fide* risk of dissipation associated with these funds;
59. on March 9, 2022, this Court issued an order directing TD Bank to deposit the balance of Lich’s personal accounts to the Escrow Agent. The Escrow Agent has confirmed that the TD Bank funds are now in their possession;
60. there is currently no risk of dissipation, and given TD Bank’s freeze on Lich’s accounts on February 4, 2022, there never was a risk of dissipation on the impugned accounts. Lich respectfully submits that the Mareva injunction should be dissolved as it applies to her;

Freedom Corp.

61. Freedom Corp. does not hold any bank accounts and is not presently in possession power or control of any assets, including any funds donated through the GiveSendGo LLC crowdfunding campaign. Freedom Corp. was in possession of a \$10,000 bank draft made out to the corporation, which has since been transferred by Garrah to the Escrow Agent;

62. donated funds raised through the GiveSendGo LLC platform are ordinarily not possessed or controlled by GiveSendGo LLC, but are rather transferred directly to the crowdfunding campaign recipient directly by GiveSendGo's payment processing partners. In this case, GiveSendGo's payment processing partner is the entity Stripe;
63. as part of its payment processing function, Stripe required a bank account or banking facility into which the donated funds may be deposited. Freedom Corp. was unable to obtain banking facilities into which the donated funds might be deposited. As a result, Stripe holds possession of approximately \$3.4 million USD in donated funds raised through the GiveSendGo platform;
64. Stripe gave evidence at a Parliamentary hearing on March 3, 2022, indicating that they and their bank accounts are located in the United States. Stripe has notice of and has indicated its compliance with the Attorney General's Restraint Order that prevents the movements of those funds. The Mareva Respondents request that Stripe be given the opportunity to provide evidence to the Court if necessary;
65. given Freedom Corp.'s inability to obtain banking facilities, Freedom Corp. entered into an Agreement with GiveSendGo LLC, and in particular its CFO and co-founder Jacob Wells, which directed that Wells would hold the remaining balance of the donated funds in an "interim account" pending the attainment of banking facilities by Freedom Corp. Presently, Freedom Corp. is unaware of the details of the "interim account";
66. the Agreement between Freedom Corp. and Jacob Wells was signed on February 9, 2020, - prior to the issuance of the Attorney General's Restraint Order on February 10, 2022. In any event, none of the funds raised on the GiveSendGo LLC platform have flowed to Freedom Corp. due to the issues outlined above;
67. on March 9, 2022, Jacob Wells attended before this Court. Jacob Wells advised the court that his business was primarily concerned with the rights and interests of donors, and would be taking steps to return the funds in the possession of GiveSendGo to the donors, in line with the terms of service of the platform;

68. it is clear that there is no risk of dissipation as it applies to Freedom Corp. Moreover, as the donations never vested in Freedom Corp.'s possession, power or control, the scope of the Mareva injunction does not pertain to funds held by Stripe. The Plaintiffs have not proven the test for gifting. The Plaintiffs erroneously submitted to the Court that they had done so. Had Freedom Corp. been given notice of the Mareva injunction motion these issued could have been clarified without this long process. For the foregoing reasons, Freedom Corp. respectfully submits that the Mareva injunction should not continue as against it;

Mareva Respondents Motion to Set Aside or Dissolve the Mareva Injunction

69. the Mareva Respondents respectfully ask this Court to immediately dissolve the Mareva Injunction orders issues on February 17, 2022, and those orders extended on February 28, 2022 and March 9, 2022;
70. the Mareva Respondents seek to continue the Escrow Order that was entered on consent on February 28, 2022. This Escrow Order is in effect a preservation order with the provision of terms that would allow the Mareva Respondents to apply to the funds for provision of legal fees and associated litigation costs. The Mareva Respondents also seek that the preservation order issued on a without prejudice basis to a future motion to have the original Mareva injunction overturned;
71. as outlined above, there never was and currently is no risk of dissipation per the Mareva Respondents. The funds that were the subject of the Mareva Injunction – i.e. cash and cryptocurrencies donated through crowdfunding campaigns in connection with the protest – was restrained either by the AG for Ontario's Restraint Order, the *Emergencies Act*, or by independent actions taken by the financial institutions RBC and TD Bank. The balance of funds are currently subject to the Escrow Order and have been transferred as directed to the control of the Escrow Agent;
72. as mentioned above, a Mareva injunction has never been issued in any jurisdiction that we are aware of in support of an allegation of public or private nuisance or with respect to a political protest. The issuance of Mareva injunctions creates a new legal precedent. The Mareva Respondent submits this expansion of the scope of a 'nuclear' remedy should be challenged when they have the opportunity to respond to the original evidence filed;

73. the Mareva Respondents raise the issue of failure to make full material disclosure with respect to the evidence the Plaintiffs lead and submissions made to obtain the February 17, 2022, order. The Mareva Respondents submit that had they been provided notice of this motion, even short notice, they would have had the opportunity to explain the effect of the AG of Ontario Restraint Order, the [Emergencies Act](#), and TD and RBC freeze, and otherwise transfer the donated funds to an Escrow Agent;
74. the *ex parte* Mareva Injunction sought was not in the form of a proprietary injunction. A proprietary injunction is typically sought in cases of alleged theft, conversion or fraud where the defendant is alleged to be in possession of the plaintiff's property. Mareva injunctions are also issued on occasion Family Law actions to prevent a spouse from fleeing the jurisdiction with asset that are net family property. What makes this Mareva injunction alarming is that it seeks to restrain donations for the Plaintiffs to satisfy a potential judgment when the donations were never made for this purpose. In other words, the attempted conversion of donations by the Plaintiffs is a more egregious form of conduct than the nuisance that they allege;
75. in other words, this was not the case where the assets alleged to be in the possession of the Mareva Respondents were assets that the Plaintiff's asserted belonged to them, or subject to a trust in favour of the Plaintiff. Rather, the Plaintiff's main objective is to secure assets of donors to support a protest so that they are available to the Plaintiffs in the event that they obtain a judgment;
76. there is no evidence that the Mareva Respondents used the donated funds for their own personal purposes. Each Mareva Respondent attests this did not occur. Although not sophisticated in the sense of having created formal trust documents, in effect the Mareva Respondents held or used the donations only for the purpose they were donated;
77. this Court recognized with the Plaintiffs' aim at paragraph 15 of its Reasons for Decision:
"A more difficult question is whether the plaintiffs have a claim against the funds they are attempting to freeze. Just because a fund was created to support the protest does not necessarily mean that a judgment against an individual defendant would attach to that fund.

Fundraising law is complex. People who start a fundraiser may have a duty to the donors. Funds raised from the public may be impressed with a trust or in some cases may fall under the jurisdiction of the Public Guardian and Trustee.

Suffice to say that a crowdsourcing fund held by a fundraising platform is probably not the property of the intended beneficiaries until the funds are released. It would be difficult to argue that such a fund would fall within the ambit of a Mareva injunction.”

78. given that the Court has expressed this concern, the Mareva Respondents ordered the transcript of the ex parte hearing to determine how it was that the Plaintiffs convinced the Court to issue the Mareva injunction. The transcript is attached as an exhibit to the affidavit of Chad Eros, the treasurer of Freedom Corp.;
79. the holders of the majority of donated funds, GiveSendGo and Stripe, have not been named as Mareva Respondents. Actions have not been taken by the Plaintiffs in the jurisdiction that they operate – i.e. the United States;
80. as the standard interplay between the rights of victims to preserve funds is counterbalanced between the starting position that litigants are ordinarily not entitled to execution before judgment, the type of non-proprietary injunction sought by the Plaintiff in the instant case should be subject to significant scrutiny;
81. while a Mareva Injunction is not restricted to cases of fraud or theft, a plaintiff is required to demonstrate a strong *prima facie* case. The purpose of the Mareva Injunction in this case is not to prevent the Mareva Respondents from carrying on business in their usual course, but rather is intended to restrain them from taking unusual steps to put assets beyond the reach of the Plaintiffs in order to thwart any judgment the plaintiffs might obtain;
82. in the present case, the Plaintiffs relied on evidence in the form of media articles. The problem with heavily relying on media articles as evidence is that ease at which a biased or not fully researched article may be chosen over another, more balanced article. Furthermore, there are issues with relying on media articles as evidence, as it is not uncommon for media to report items as “Facts” which later turn out to be incorrect or needing clarification;
83. in the present case, the Plaintiffs also relied on evidence of public statements made by some of the Mareva Respondents of plans to distribute donated cryptocurrency. The Plaintiffs relied on those statements to draw some adverse inference, whereas the Plaintiffs failed to address the fact that the distribution of donated cryptocurrency was the

purpose for which the funds were donated in the first place. In other words, there was no evidence of “unusual steps” to put assets beyond the reach of the Plaintiff;

84. similarly, the Plaintiffs alleged that the donated funds were used to finance the protest, such that the donated funds were directly tied to the alleged actions of public and private nuisance. However, the Plaintiffs provided no evidence that the funds in question actually financed or supported the alleged acts of nuisance, and provided no evidence of “unusual steps” to thwart a future judgment. **The reality is the majority of the funds never made it to the donors’ intended destination**, such that the gift has not vested and **the majority of the funds were not used to support or finance the alleged acts of nuisance**;
85. in other words, the Plaintiffs appear to wish for two competing realities to be true at the same time: the Plaintiffs alleges that the Mareva Respondents are liable as joint tortfeasors for the acts of public and private nuisance because they organized the funding and support for the nuisance conduct (there is no evidence that the Mareva Respondents actually committed the actions of public or private nuisance, rather it is alleged they were the “funders” and “organizers” of the protest). Yet, at the same time, the Plaintiffs seeks to restrain the funds received through donations to support their future judgment;
86. the Mareva Respondents submit that it had to be one or the other: either the donated funds were used by the Mareva Respondents to support the nuisance, or the Mareva Respondents or non-parties still have possession of the donated funds, in which case the funds were not used to support the nuisance, and calls into question the question whether the Plaintiff has shown a strong *prima facie* case as alleged;
87. the vast majority of the donated funds in cash and cryptocurrencies in question were:
 - a) already restrained by the Attorney General’s Restraint Order and the *Emergencies Act*;
 - b) already frozen by actions of TD Bank and RBC, or
 - c) already out of the hands of the Mareva Respondents when the order was sought.
 Had the Plaintiffs advised the Court of this, we submit the Court would not have issued the Mareva injunction, and certainly not permit the motion to proceed *ex parte*;
88. the Mareva Respondents submit that the Plaintiffs have failed to satisfy the legal requirements for the issuance of the *ex parte* Mareva and related orders. In the alternative,

- the Mareva Respondents submit that the need for the Mareva Injunction no longer exists;
89. there is no further utility to the Mareva injunction and related orders as issued, as there remains no assets in the jurisdiction (other than those already covered under the Escrow Order) which the Mareva Injunction is designed to latch onto (donated funds);
 90. to the extent necessary, the Mareva Respondents seek any necessary orders validating or authorizing substituted service of the materials filed in support of their motions;
 91. Rules 1.04, 1.05, 2.01, 3.02, 16.04, 37, 40 and 57 of the [Rules of Civil Procedure](#);
 92. Section 101 of the [Courts of Justice Act](#);
 93. such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. this Notice of Return of Motion;
2. the Affidavit of Nicholas St. Louis and the exhibits attached thereto;
3. the Affidavit of Benjamin Dichter and the exhibits attached thereto;
4. the Affidavit of Chris Garrah and the exhibits attached thereto;
5. the Affidavit of Tamara Lich and the exhibits attached thereto;
6. the Affidavit of Chad Eros and the exhibits attached thereto;
7. a Factum and Brief of Authorities;
8. such other evidence as counsel may advise and this Honourable Court may permit.

PREVIOUSLY FILED MATERIALS:

1. Responding Record of the Mareva Respondents, dated February 28, 2022;
2. Motion Record of the Mareva Respondents, dated March 8, 2022.

March 29, 2022

Investigation Counsel PC
350 Bay Street, Suite 1100
Toronto, Ontario M5H 2S6

Norman Groot / LSO No.: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Lawyers for Respondents to the Mareva
Injunction – Benjamin Dichter, Tamara Lich,
Chris Garrah, Nicholas St. Louis and
Freedom 2022 Human Rights and
Freedoms

TO: LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP

Barristers
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Acting as Agent to Champ & Associates, Counsel
for the Plaintiffs, Zexi Li, Happy Goat Coffee
Company Inc, 7983794 Canada Inc. (c.o.b. as
Union: Local 613) and Geoffrey Devaney

AND TO: PATRICK KING

E-Mail

Defendant/Responding Party

AND TO: MINISTRY OF THE ATTORNEY GENERAL

720 Bay Street, 10th Floor

Toronto, ON M7A 2S9

Melissa Adams

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ATTN: Terms of Use/Legal Department
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support@givesendgo.com

AND TO: STRIPE CANADA PAYMENTS SERVICES LTD.
1200 Waterfront Centre, 200 Burrard St
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info@stripe.com

ZEXI LI et al.
Plaintiffs

22
-and-

CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

Proceedings under the *Class Proceedings Act*, 1992

NOTICE OF RETURN OF MOTION

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Lawyers for Respondents to the Mareva
Injunction – Benjamin Dichter, Tamara Lich,
Chris Garrah, Nicholas St. Louis and
Freedom 2022 Human Rights and Freedoms

T A B 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
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JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF NICHOLAS ST. LOUIS

I, Nicholas St. Louis, of City of Ottawa, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe the information and provide my sources were available. This affidavit is further to my affidavits sworn February 27, 2022 and March 6, 2022.

2. I have read the Mareva injunction order dated February 17, 2022, issued in this action, and specifically paragraphs 9 and 10 of Schedule "A". I am aware that a motion was brought by the Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March 9, 2022. I am aware that the terms of the Mareva Injunction were further extended on March 9, 2022. I oppose the extension of the Mareva Injunction as against me for the reasons that follow.

Status of Transfers of Crypto to the Escrow Agent

3. As set out in my affidavit sworn March 6, 2022, prior to the execution of the search warrant on February 28, 2022, four (4) wallets and/or the necessary seed phrases were in my possession.

1) Original donation address created (3P2PDfQQVPSV6qLWcUXM4BDSrygeafstft):

- Seed phrase seized;
- OPP/police migrated all cryptocurrency (256,336 sat) from this wallet on February 28, 2022, at 14:39;
- Currently the cryptocurrency is held in wallet address 38piesvP4Ex6PJiR15nnFxfU4wqvwE8j6e.

2) Hot wallet (32VvHXjGfPUMZJjhVQZteo462dtB8kzP58):

- Seed phrase seized;
- OPP/police migrated all cryptocurrency (291,927 sat) from this wallet on February 28, 2022, at 14:33;
- Currently the cryptocurrency is held in wallet address 3DQshotWN5CDsHd8RY7DqVrDUNFDD1gNhG.

3) Change wallet (bc1qflmltfkkyjd07x6cj7l62a3wc23z8nntav4zp):

- Seed phrase seized;
- OPP/police migrated all cryptocurrency (27,935,368 sat) from this wallet on February 28, 2022, at 14:09;
- Currently the cryptocurrency is held in wallet address 34ARVVU6L83c9witdsPs3uSiC5TrzVXLLR

4) 3/of5 Multi-Sig Wallet:

- Seed phrases for two (2) keys seized;
- I am currently in possession of BSMS wallet configuration file;
- The BSMS wallet file and the three (3) seed phrases are needed to execute a collaborative wallet recovery process;
- Once recovery process is completed, funds can be moved/transferred to the Escrow Agent.

4. On March 8, 2022, the seed phrases of Benjamin Dichter were transferred to the Escrow Agent. On March 9, 2022, the seed phrases as removed from me during the execution of the search warrant were transferred to the Escrow Agent by counsel for the Crown. The balance held in the multi-signature cryptocurrency wallet is now in the possession of the Escrow Agent.

5. I have no information as to whether the balance of the other three (3) cryptocurrency wallets as set out above have been or will be transferred to the Escrow Agent in line with the terms of the Mareva Injunction and Escrow Order. The contents of the wallets were removed by the police during the execution of the search warrant, and that any further movement of the cryptocurrency is a matter between the Plaintiffs and the Crown.

6. As set out in my March 6, 2022, affidavit, I am aware that there was a small balance of bitcoin cryptocurrency that was collected via donations stored in various Lightning/OnChain addresses. A third party, whose identity is known to the Escrow Agent, was in possession of the Lightning/OnChain addresses. This third party attended a meeting with the Escrow Agent for the purpose of facilitating the transfer of those assets to the Escrow Agent. As I am not in possession, of this cryptocurrency, the Mareva injunction should not be extended as against me re this issue.

7. On March 14, 2022, I attended a Zoom videoconference with the Escrow Agent for the purpose of answering questions regarding funds or assets that were in my possession, power and control that are the subject of the Mareva Injunction and Escrow Order. I am not aware of the identities of the truckers that received the paper wallets that I distributed on February 16 and 17, 2022. My understanding is that the Escrow Agent has no further inquiries for me.

Costs and Dissolution of the Mareva Injunction

8. Given that there is no risk of dissipation of assets in my possession, power or control, I request that the Mareva injunction as against me be dissolved. There simply is no property that remains in my possession, power or control that falls within the scope of the Mareva injunction. I have cooperated and will continue to cooperate with the Escrow Agent regarding any questions they may have regarding the donated funds received and disbursed.

9. I request an order in the nature of a preservation order to the funds held by the Escrow Agent that include terms that I may move at a later date to have the impugned funds returned to the donors. I also request that my counsel's legal fees be paid from the funds preserved by the Escrow Order similar to the order for payment of the Escrow Agent's fees.

10. This affidavit is submitted in support of the motions set out in the Notice of Motion returnable March 31, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by Nicholas St. Louis at the City of Ottawa, before me at the City of Toronto, this 24th day of March, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 24, 2022 11:03 EDT)
A Commissioner, etc.

Nstlouis
Nstlouis (Mar 24, 2022 11:02 EDT)
Nicholas St. Louis

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF NICHOLAS ST. LOUIS

Investigation Counsel PC
350 Bay Street, Suite 1100
Toronto, ON M5H 2S6

Norman Groot / LSUC No.: 43721V

Tel:

Fax:

Lawyers for the Mareva Respondent Nick St. Louis

T A B 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
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SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
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JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF BENJAMIN DICHTER

I, Benjamin Dichter, of City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe the information and provide my sources where available. This affidavit is further to my affidavits sworn February 27, 2022, and March 7, 2022.

2. I have read the Mareva injunction Order dated February 17, 2022, issued in this action, and specifically paragraphs 9 and 10 of Schedule "A". I am aware that a motion was brought by the Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March

9, 2022, with amendments to permit transfers to the Escrow Agent. I am aware that the Mareva Injunction and Escrow Order were further extended and amended by Order dated March 9, 2022. I oppose the extension of the Mareva Injunction for the reasons that follow.

3. On March 8, 2022, the seed phrases to access my personal key to the multi-signature cryptocurrency wallet that it the subject of the Mareva Injunction and Escrow Order issued in this Action were transferred to the Escrow Agent. On March 9, 2022, the Escrow Agent received the seed phrases for Nick St. Louis' keys to the multi-signature cryptocurrency wallet from counsel for the Crown. The balance held in the multi-signature cryptocurrency wallet is now in the possession, power and control of the Escrow Agent.

4. On March 14, 2022, I attended a Zoom meeting with the Escrow Agent for the purpose of answering questions regarding cryptocurrency that is the subject of the Mareva Injunction and Escrow Order. My understanding from that meeting is that the Escrow Agent has no further inquiries of me related to the Mareva Injunction. I do not have possession, power and control of any other funds or assets that are the subject of the Mareva Injunction and Escrow Order.

Dissolution of the Mareva Injunction

5. I request that the Mareva injunction be dissolved as against me. There is no property that remains in my possession, power or control that falls within the scope of the Mareva injunction.

6. I request an order in the nature of a preservation order to the funds held by the Escrow Agent that include terms that I may move at a later date to have the impugned funds returned to the donors. I also request that my counsel's legal fees be paid from the funds preserved by the Escrow Order similar to the order for payment of the Escrow Agent's fees.

7. This affidavit is submitted in support of the motions set out in the Notice of Motion returnable March 31, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by
Benjamin Dichter at the City of Toronto,
this 24th day of March, 2022, in
accordance with O. Reg. 431/20,
Administering Oath or Declaration
Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 24, 2022 14:26 EDT)

A Commissioner, etc.

Benjamin Dichter
Benjamin Dichter (Mar 24, 2022 13:21 EDT)

Benjamin Dichter

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF BENJAMIN DICHTER

Investigation Counsel PC
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Toronto, ON M5H 2S6

Norman Groot / LSUC No.: 43721V

Tel:

Fax:

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Lawyers for the Mareva Respondent Ben Dichter

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

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**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
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JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF CHRIS GARRAH

I, Chris Garrah, of Mallorytown, Front of Yonge Township, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe the information and provide my sources where available. This affidavit is further to my affidavits sworn February 27, 2022, and March 8, 2022.

2. I have read the Mareva injunction Order dated February 17, 2022, issued in this action, and specifically paragraphs 5-8 of Schedule "A". I am aware that a motion was brought by the

Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March 9, 2022, with amendments to permit the transfers to the Escrow Agent. I am aware that the terms of the Mareva Injunction and Escrow Order were further extended and amended by Order dated March 9, 2022. I oppose the extension of the Mareva Injunction for the reasons that follow.

Adopt-a-Trucker RBC Account 5474 and Garrah Family Personal Account 8449

3. As set out in my affidavit sworn March 8, 2022, I created the 'Adopt-a-Trucker' concept and GiveSendGo crowdfunding campaign related to the concept. As GiveSendGo required that I have a designated bank account to receive funds from their payment processor Stripe, I created a designated account for this purpose. The designated account at RBC ends with the 5474 ("Account 5474"). The balance was approximately \$141,000.

4. As set out in my affidavit sworn March 8, 2022, RBC froze a personal account that I hold with my wife ("Account 8449"). This is the account that my wife and I receive government benefits in and that we make our mortgage and utility payments from. Account 8449 was not used for receiving donations.

5. Shortly after the issuance of the Restraint Order obtained by the Attorney General for Ontario on February 10, 2022, I am aware that RBC placed a freeze on Account 5474, along with mine and my wife's personal Account 8449. The freeze on my personal account was lifted by RBC on March 23, 2022. In other words, our personal account was frozen for six weeks.

6. I am aware that on March 9, 2022, the Court issued an order clarifying for RBC that the Mareva Injunction does not apply to Account 8449 and directing that the contents of Account 5474 be transferred to the Escrow Agent. I am also aware that on March 10, 2021, the Court issued an order clarifying for RBC that the Attorney General for Ontario's Restraint Order does not apply to Account 8449 and directing that the contents of Account 5474 be transferred to the Escrow Agent, as an exception to the Restraint Order.

7. I am advised that on March 23, 2022, the funds in Account 5474 were transferred to the Escrow Agent:

From: Bobby Kofman <bkofman@ksvadvisory.com>
Sent: Wednesday, March 23, 2022 4:35 PM
To: Graburn, Lorne (he/him) (Law) <lorne.graburn@rbc.com>
Cc: Norman Groot <ngroot@investigationcounsel.com>; mjilesen@litigate.com; Madison Robins <mrobin@litigate.com>; edward @nagel-forensics.com <edward@nagel-

forensics.com>; Murtaza Tallat <mtallat@ksvadvisory.com>
Subject: Freedom Convoy

Lorne,

I'm confirming receipt of the monies referenced below.

Thank you,

Bobby

Value Date	Ordering Customer Name	Amount	Currency
2022-03-23	CHRISTOPHER GARRAH	141,481.98	CAD

Adopt-a-Trucker and Cryptocurrency

8. As set out in my affidavit sworn March 8, 2022, I do not and have never had possession, power or control of any cryptocurrency donated to the Adopt-a-Trucker concept. I am not sophisticated with such things. I had no involvement with or sophistication in creating or operating the website created for the Adopt-a-Trucker concept. I had no involvement in soliciting, receiving, controlling or distributing cryptocurrency donated to the Adopt-a-Trucker concept.

9. It is my understanding that the cryptocurrency that was donated in connection with the Adopt-a-Trucker concept, is or was in the possession, power and control of those who created the internet postings, and that this cryptocurrency is or has since been transferred to the Escrow Agent. Any outstanding items related to the Adopt-a-Trucker cryptocurrency donations are not within my knowledge or understanding. It is my position at this motion that the cryptocurrency issue should not be a barrier to dissolving the Mareva injunction as it applies to me.

Freedom Corp and a \$10,000 Draft

10. As set out in my March 8, 2022, affidavit, I was in possession of a \$10,000.00 bank draft made out to the non-profit corporation Freedom 2022 Human Rights and Freedoms. On March 23, 2022, I couriered the \$10,000.00 bank draft to the Escrow Agent. The \$10,000 draft issue should not be a barrier to dissolving the Mareva injunction as it applies to me.

Interview with the Escrow Agent

11. On March 14, 2022, I attended a Zoom videoconference with the Escrow Agent for the purpose of answering questions regarding funds or assets that were in my possession, power

and control that are the subject of the Mareva Injunction and Escrow Order. I answered inquiries of the Escrow Agent. It is my understanding that the Escrow Agent has no further inquiries for me.

Dissolution of the Mareva Injunction

12. I oppose the Mareva injunction being issues against me in the first place. My counsel has served a Notice of Motion for Leave to appeal the original Mareva injunction order.

13. Due to the six week freeze on our Account 8449, my family and I have suffered various damages including financial penalties for missing payments. I have been advised that the missed utilities and mortgage payments due to the RBC freeze on Account 8449 will negatively impact my credit rating. My home and auto insurance provider has advised me that they now require payment from us on an up-front and in-full basis, which I cannot provide.

14. I request that the Mareva injunction not be extended as against me or otherwise be dissolved as against Freedom Corp and myself. There simply is no property that remains in my possession, power or control that falls within the scope of the Mareva injunction. I have cooperated and will continue to cooperate with the Escrow Agent regarding any questions they may have regarding the donated funds received and disbursed.

15. I request an order in the nature of a preservation order to the funds held by the Escrow Agent that include terms that I may move at a later date to have the impugned funds returned to the donors of the funds. I also request that my counsel's legal fees be paid from the funds preserved by the Escrow Order similar to the order for payment of the Escrow Agent's fees.

16. This affidavit is submitted in support of the motions set out in the Notice of Motion returnable March 31, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by Chris Garrah of Mallory Town, before me at the City of Toronto, this 24th day of March, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 24, 2022 11:49 EDT)

A Commissioner, etc.

Chris Garrah
chris garrah (Mar 24, 2022 11:38 EDT)

Chris Garrah

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF CHRIS GARRAH

Investigation Counsel PC
350 Bay Street, Suite 1100
Toronto, ON M5H 2S6

Norman Groot / LSUC No.: 43721V

Tel:

Fax:

Lawyers for the Mareva Respondent Chris Garrah

T A B 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15,
JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21,
JOHN DOE 22, JOHN DOE 23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27,
JOHN DOE 28, JOHN DOE 29, JOHN DOE 30, JOHN DOE 31, JOHN DOE 32, JOHN DOE 33,
JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE 38, JOHN DOE 39,
JOHN DOE 40, JOHN DOE 41, JOHN DOE 42, JOHN DOE 43, JOHN DOE 44, JOHN DOE 45,
JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51,
JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF TAMARA LICH

I, Tamara Lich, of the city of Medicine Hat, in the Province of Alberta, **MAKE OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe the information and provide my sources where available.

2. I have read the Mareva injunction Order dated February 17, 2022, issued in this action, and specifically paragraphs 4 of Schedule "A". I am aware that a motion was brought by the Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March 9, 2022, with amendments to permit the transfers to the Escrow Agent. I am aware that the terms of

the Mareva Injunction and Escrow Order were further extended and amended by Order dated March 9, 2022. I oppose the extension of the Mareva Injunction for the reasons that follow.

GoFundMe Donation Campaign and TD Bank Accounts

3. In or around January 2022, I was involved in the creation of a Facebook page connected to what has been referred to as the “Freedom Convoy” movement. The concept of “Freedom Convoy” was created by myself and Chris Barber. Shortly thereafter, I was involved in the creation of a crowdfunding campaign for the “Freedom Convoy” on the GoFundMe platform. This was undertaken before the incorporation of the corporate defendant Freedom 2022 Human Rights and Freedoms (“Freedom Corp.”).

4. As part of the requirements to create the GoFundMe campaign, a bank account was required. One of my personal bank accounts (a savings account) held at TD Canada Trust (“TD Bank”) had no balance, so I designated it as the account to hold the GoFundMe donated funds (the “GoFundMe TD Account”). I was the sole signatory on the GoFundMe TD Account.

5. Some donors expressed a dislike of donating through GoFundme. Therefore, in addition to the GoFundMe crowdsourcing, the email address, tbofconvoy2022@protonmail.com was created in order to receive direct e-Transfers from donors. The same address was also provided to GoFundMe. The email address was posted on the Facebook page.

6. The direct e-Transfers from donors were initially deposited into the GoFundMe TD Account, however, as the e-Transfers increased I opened a second TD Bank account (a chequing account) within which to collect the direct e-Transfers (the “e-Transfer TD Account”). Myself and Chris Barber were the sole signatories on the e-Transfer TD Account. The e-Transfer TD Account had lower bank fees for multiple transactions. Some of the funds received from e-transfers in the “GoFundMe TD Account” were transferred to the e-Transfer TD Account.

7. In late January 2022, I had conversations with a ‘finance committee’ made up of like minded persons to create protocols for the use of the donations. We created documents that included a Freedom Convoy Code of Conduct, a Letter to Captains, a Registration Form, and a Check in Sheet. Attached as **Exhibit A** to this my affidavit are true copies of these documents. (4857-7316-3545 / 4874-3679-4905 / 4883-4125-7241 / 4893-3307-9065)

8. To be clear, at this time we were learning that there were some people using the ‘Freedom

Convoy' concept in ways we did not approve of. We wanted to operate our concept lawfully. We wanted to protest lawfully. We did not wish to associate with Patrick King or be associated with radical statements. We were addressing concerns that GoFundMe was raising concerns about persons expressing conduct that we did not want to be associated with.

9. On January 30, 2022, Freedom Corp. was incorporated by Chris Garrah and Chad Eros. We wanted to operate through a not-for-profit corporation. We looked for professional assistance from lawyers and accountants. At the time Freedom Corp. did not have a bank account.

10. On or about February 2, 2022, GoFundMe released \$1 million of the donated funds. The funds were deposited into my GoFundMe TD Account. This was done because Freedom Corp did not have a bank account and time was of the essence to start funding those we raised donations for.

11. On February 3, 2022, I was added as a director of Freedom Corp. by way of corporate resolution dated. To repeat, the creation of the Facebook page and the GoFundMe crowdsourcing campaign was completed prior to the incorporation or organization of Freedom Corp.

12. On or about February 4, 2022, GoFundMe issued a press release, effectively closing down the GoFundMe campaign, and advising that the platform would be returning all remaining donations to individual donors. In other words, only \$1 million of the total funds donated through the GoFundMe campaign were ever transferred to the GoFundMe TD Account.

13. Also on February 4, 2022, TD Canada Trust placed a "hold" on both the GoFundMe TD Account as well as the e-Transfer TD Account. However, the "hold" did not prevent funds from continuing to be deposited into the TD Bank accounts, merely that the bank had restricted any funds from flowing out of the accounts.

14. To state otherwise, these funds were not used to fund the 'Freedom Convoy' concept because TD froze sending money out of this account. As set out above, there was a very discrete and short period of time that I had access to the funds in either the GoFundMe TD Account or the e-Transfer TD Account. While I had access to the TD Accounts, I completed approximately \$26,000 in transactions from the TD Accounts. Those transfers are:

- a. approximately \$10,000 payment to a bulk fuel supplier, fillerup.ca;
- b. approximately \$3,000 payment to a bulk fuel supplier in Quebec;

c. approximately \$13,000 withdrawn in cash and utilized for various purposes.

At no time did any of the funds from the TD Bank accounts I controlled flow to the non-profit Freedom Corp.

15. On or about February 10, 2022, the “hold” was replaced with a “freeze”, which prevented further funds from being deposited into the TD Bank account as well.

16. As previously referenced, for a period of time, the GoFundMe TD Account also received direct e-Transfers. According to a screenshot that I took of the balance of the account, the total balance in the GoFundMe TD Account was approximately \$1.261 million, at or around the time that the account was “frozen” by TD Bank.

17. As previously referenced, the e-Transfer TD Account was also set up to receive direct e-transfer donations. According to a screenshot that I took of the balance of the account, the total balance in the e-Transfer TD Account was approximately \$132,000 at or around the time that the account was “frozen” by TD Bank.

18. On February 14, 2022, TD Bank initiated an interpleader application, seeking to pay the contents of the GoFundMe TD Account and the e-Transfer TD Account, in the aggregate value of \$1,393,406.98, into court. As to the basis for the interpleader application, TD Bank alleged breach of the TD Bank personal bank account Terms & Conditions – that is, holding funds in an account where the funds were not mine but rather were being held in trust.

19. As TD Bank had frozen the account and commenced an interpleader application, these funds were never at risk of dissipation as the Plaintiffs allege in their motion materials.

20. I do not hold any funds or operate any other bank accounts that holds or received any e-Transfers from tbofconvoy2022@protonmail.com, which is the scope of the Mareva Injunction as set out in paragraph 4 of Scheduled “A” to the February 17, 2022, Mareva Injunction order.

21. I did not use any donated funds that are the subject of this Mareva Injunction for my personal expenses of attending or to be involved in a political protest.

22. Freedom Corp. did not receive any funds donated through the GoFundMe campaign or the e-Transfers donated through tbofconvoy2022@protonmail.com.

Transfer of Balance of TD Bank Accounts to the Escrow Agent

23. I am aware that on or about March 10, 2022, an Order was issued by the court directing the transfer of the balance of both the GoFundMe and e-Transfer TD Accounts to the Escrow Agent appointed in these proceedings. It is my understanding that as of March 24, 2022, that transfer had been completed, and the balance of the funds now remains with the Escrow Agent. As of the date of this affidavit, the GoFundMe TD Account and the e-Transfer TD Account show a \$0 balance available to me.

Interview with the Escrow Agent

24. On March 25, 2022, I attended a Zoom videoconference with the Escrow Agent for the purpose of answering questions regarding funds or assets that were in my possession, power and control that are the subject of the Mareva Injunction and Escrow Order. I answered inquiries of the Escrow Agent. It is my understanding that the Escrow Agent has no further inquiries for me.

25. I have provided the Escrow Agent with the TD Bank statements that I have access to, which is the GoFundMe TD Account for the period of ending January 31, 2022. This savings account eventually received the GoFundMe \$1 million deposit on February 2, 2022, but that transaction is not captured on the statements. Shortly thereafter, my access to the account or account statements were removed. My counsel has sent an email to counsel for TD Bank and requested that they produce the bank account statements for the GoFundMe and e-Transfer TD accounts to the Escrow Agent for their review and accounting purposes.

26. I have no funds in my possession to which the Mareva injunction applies.

Dissolution of the Mareva Injunction

27. I oppose the Mareva injunction being issued against me in the first place. My counsel has served a Notice of Motion for Leave to appeal the original Mareva injunction order.

28. I oppose the Mareva injunction being extended as against me. I ask that the Mareva injunction be dissolved as against Freedom Corp. and myself. There simply is no property that remains in my possession, power or control that falls within the scope of the Mareva injunction. I have cooperated and will continue to cooperate with the Escrow Agent regarding any questions they may have regarding the donated funds received and disbursed.

29. I request an order in the nature of a preservation order to the funds held by the Escrow Agent that include terms that I may move at a later date to have the impugned funds returned to the donors of the funds. I also request that my counsel's legal fees be paid from the funds preserved by the Escrow Order similar to the order for payment of the Escrow Agent's fees.

30. This affidavit is submitted in support of the motions set out in the Notice of Motion returnable March 31, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by
 Tamara Lich of Medicine Hat, Alberta
 before me at the City of Toronto, this 28th
 day of March, 2022, in accordance with
 O. Reg. 431/20, Administering Oath or
 Declaration Remotely.

Ashley Ferguson
 Ashley Ferguson (Mar 28, 2022 11:30 EDT)

A Commissioner, etc.

Tamara Lich
 Tamara Lich (Mar 28, 2022 09:29 MDT)

Tamara Lich

**T
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B

A**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **TAMARA LICH**, BEFORE
ME THE **28th** DAY OF **MARCH**, 2022.

A handwritten signature in blue ink, appearing to be 'A. Ferguson', is centered on the page.

A Commissioner, etc.

A. Ferguson



Freedom Convoy 2022 Code of Conduct

Truckers will:

1. Drive with courtesy to fellow drivers and the general public.
2. Keep in mind the purpose of this convoy.
3. Be respectful. Everyone will have their own reasons for participating in this convoy and we need to be respectful of their reasons.
4. Not promote harmful media. We do not encourage nor support any forms of media that are displaying bodily harm or death to anyone.
5. Display support in a respectful manner. This is to be a peaceful convoy, and everyone must encourage that.

Signature

Date

Road Captain Signature

Date

January 23, 2022

Attention road captains', thank you for all your hard work and the responsibilities you are about to endure.

We the finance committee have made a decision on how the finances will be disbursed in regards to the fuel and pumper trucks.

Due to the recent hearing that the Coops have pulled out, we will be asking for receipts for all the Convoy participants to be submitted as per the "requirements" on the Convoy registration form. You as captains DO NOT need to collect any of those receipts. We are only asking that you confirm the information on the papers and that the said person makes the whole trip. It is up to each Driver to send in their receipts and proof of registration.

We are still trying to set up private bulkers. If any of you have contacts please have them contact us, as we are the ONLY ones to authorize the financial transactions.

Attach is the registration form to be used, we have heard that another form has been printed, You will have to get the participants to refill out the form we have attached, as the other will not be accepted due to the confidentiality clause they need to sign. .

Please DO NOT make any photocopies of the registration forms as they are to be kept confidential. Tamara will be collecting these from you. If the trucker wants their own copy ask them to take a picture of the form.

The spreadsheet that you will be keeping track of trucks has to also remain confidential and be submitted to the finance committee at the end of the road.

We have approved to cover your costs of printing these forms with submission of a receipt for 100 page increments. (Please do not print off a lot of sheets at once, Tamara will also be bringing copies with her)

Thank you and safe travels!!!!



FREEDOM CONVOY 2022 Registration Form

Name (Last, First) _____

Email _____

Phone # _____

Mode of Transportation:

Semi Truck: _____ Pilot Operator: _____ Mechanic: _____

Private Vehicle: _____ Make/Model (Private Veh:) _____

The following must be provided for Approval:

1. Proof of registration, for the vehicle being used for the convoy (email or provide copy to road captain)
2. As you travel to Ottawa, keep all records of fuel receipts (must be actual receipt, not debit receipt). Please print full name on all receipts and attach pictures to the email. This will be used for proof of travel. ****As you travel home keep those receipts as well, as we are hoping to provide funding for both ways, depending on funds. You will be asked to send those receipts after the first payout.****

Completed form and correspondence can be emailed to financeconvoy2022@protonmail.com

Please note that in case of an audit, your name and the funds disbursed to you, may have to be provided as proof that funds have been used in the proper manner. By signing this Freedom Convoy 2022 Registration Form you acknowledge and give permission to the Freedom Convoy 2022 committee to provide your information for only those purposes stated.

Signature

Date

Road Captain Signature

Date

For Finance Committee only: Verified by : _____

Amount Paid: _____ Confirm # _____ Date: _____ Initials: _____

Check in/ Trucker List

50

[illegible]

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF TAMARA LICH

Investigation Counsel PC
350 Bay Street, Suite 1100
Toronto, ON M5H 2S6

Norman Groot / LSUC No. [REDACTED]

Tel: [REDACTED]

Fax: [REDACTED]

Lawyers for the Mareva Respondent Tamara Lich

T A B 6

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15,
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JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF CHAD EROS

I, Chad Eros, of the City of Moose Jaw, in the Province of Saskatchewan, **MAKE OATH AND SAY:**

1. I am a named defendant to this action. I am a director and officer, holding the position as treasurer, of the corporate defendant Freedom 2022 Human Rights and Freedoms ("Freedom Corp."). Freedom Corp. is a respondent to the Mareva injunction. As such, I provide this affidavit on behalf of Freedom Corp. I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe and provide my sources. This affidavit is further to my affidavit sworn March 8, 2022.

2. I have read the Mareva injunction order dated February 17, 2022, and specifically paragraph 1 of Schedule "A" which applies to Freedom Corp. I am aware that a motion was brought by the Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March 9, 2022, with amendments to permit the transfers to the Escrow Agent. I am aware that the terms of the Mareva Injunction were further extended and amended by Order dated March 9, 2022. I oppose the extension of the Mareva Injunction for the reasons that follow.

3. I have also read the terms of the Attorney General for Ontario's Restraint Order dated February 10, 2022. I am aware that the Restraint Order lists Freedom Corp. and Chris Garrah as respondents and that the Restraint Order attaches specifically to the donated funds raised through GiveSendGo LLC in connection with the 'Freedom Convoy' and the Adopt-a-Trucker campaigns.

4. I have also read the affidavits filed for the other Mareva Respondents. With respect to the affidavit of Tamara Lich, I was one of the professionals that she sought advice from in late January 2022. I am a CPA Saskatchewan and CPA Canada member in good standing with a registered public practice in Saskatchewan. I was previously licensed for public practice in BC. I am a teacher and consultant by profession.

Assets of Freedom Corp.

5. As set out in my affidavit dated March 8, 2022, as the treasurer of Freedom Corp. I have personal knowledge of the financial particulars and assets of Freedom Corp. Freedom Corp. has no bank accounts and holds no assets. Freedom Corp. is also the beneficiary of a \$10,000 bank draft made out to Freedom Corp. has been sent via courier to the Escrow Agent. To state otherwise, Freedom Corp. holds no assets to which the Mareva injunction applies.

6. As set out in my affidavit dated March 8, 2022, upon incorporation of Freedom Corp. we attempted to open a corporate bank account for Freedom Corp. Those attempts, however, were unsuccessful. Given the Mareva injunction currently in place, it is not possible for Freedom Corp. to obtain a bank account. Again, as Freedom Corp. cannot dissipate assets, Freedom Corp. requests that the Mareva Injunction be dissolved as against it.

7. As I generally understand it, the sole means by which the Plaintiffs seek to extend the Mareva injunction is on the basis that it (Freedom Corp.) has an interest in funds donated through

the GiveSendGo LLC platform. Freedom Corp. denies the Mareva injunction should be continued as against it on this basis for the reasons that follow.

8. It is Freedom Corp.'s current understanding that Stripe maintains possession over approximately \$3.4 million USD in donated funds raised through the GiveSendGo LLC campaign. It is my understanding that Stripe is taking the position that they are complying with all Canadian court orders and injunction, and therefore they will not release the funds to Freedom Corp. Again, Freedom Corp. does not have a bank account to accept the funds in any event.

9. Although I have made inquiries with Stripe, Freedom Corp. has no information as to Stripe's position with respect to the funds, as Stripe has not responded to me in a constructive manner. The most a representative of Stripe has told me is that they are looking into the issue. I do not have a direct line of communication to anyone at Stripe. Each time I communicate with Stripe it is through their general inquiries portal.

10. Stripe has not appeared before the Court as part of these ongoing motions. To my knowledge, the Plaintiffs have taken no steps to engage Stripe in these proceedings.

11. It is unclear to me whether funds held by Stripe are property of Freedom Corp. What is clear is that funds held by Stripe are not a 'gift' as alleged by the Plaintiffs as Freedom Corp. and myself have not come into possession of the funds held by Stripe.

12. As set out in my March 8, 2022, affidavit, in light of Freedom Corp.'s inability to open a corporate bank account or obtain banking facilities, Freedom Corp approached GiveSendGo LLC to make appropriate arrangements with the platform regarding the holding of the donated funds. Those discussions with GiveSendGo resulted in an agreement that stipulated that GiveSendGo would hold onto the donated funds until Freedom Corp. was able to open a bank account. To date, as set out above, Freedom Corp. does not have a bank account and has no intention of opening a bank account due to the terms of the Mareva Injunction.

13. I am aware that on March 9, 2022, Jacob Wells, co-founder and CFO of GiveSendGo appeared before the Court and advised the Court that GiveSendGo's position was to initiate returns of the donated funds to individual donors. I am aware that the Court expressed an initial view that the Mareva Injunction as issued does not apply to donated funds that had not been vested. As the funds donated via the GiveSendGo platform have never been transferred or

released from that entity, it is Freedom Corp.'s position that the donations have not vested, are therefore not within the scope of the Mareva Injunction and should right be returned to the donors.

14. To my knowledge the Plaintiffs have not taken any steps to preserve assets of GiveSendGo LLC and Stripe in the United States. This is another reason why the Mareva injunction should be dissolved – as the Plaintiffs are attempting to preserve assets indirectly by what they have failed to do directly.

Separate and Distinct Legal Entities and Individuals

15. As set out in my affidavit dated March 8, 2022, I am aware by virtue of being involved in these Mareva Injunction proceedings that the various Mareva Respondents including Chris Garrah, Benjamin Dichter and Nicholas St. Louis agreed to transfer the cash and cryptocurrencies raised via crowdfunding platforms in connection with causes connected to what has been described as the “Freedom Convoy” protest in Ottawa into an Escrow account. I am also aware that funds that were preserved in TD Canada Trust bank accounts of the Mareva Respondent Tamara Lich have also been transferred to the Escrow account.

16. I wish to make clear for the Court that the Mareva Respondents are **separate and distinct entities and individuals** that are impacted by the Mareva Injunction. I have noticed that the Plaintiffs’ materials and submissions to the Court conflate separate entities and individuals all as somehow operating under the umbrella of Freedom Corp. which is incorrect. To be clear, Freedom Corp is a separate legal entity. The term “Freedom Convoy” is a concept – not a legal entity. Freedom Corp. had no involvement with Nick St. Louis and his HonkHonkHodl campaign. Freedom Corp. had no involvement with Chris Garrah and his Adopt-a-Trucker campaign. Freedom Corp. had no involvement with Tamara Lich and her original ‘Freedom Convoy’ campaign with GoFundMe.

17. **Tamara Lich:** I have read the affidavit of Tamara Lich sworn March 28, 2022. As set out in Tamara’s affidavit, she was involved in the creation of a Facebook page and website connected with the “Freedom Convoy” concept. She created the GoFundMe crowdsourcing campaign, and other fundraising activities via e-Transfers. Again, I wish to make clear for the Court that those fundraising activities of Tamara Lich took place entirely separate, outside of and before the operation of Freedom Corp. What makes Tamara Lich’s campaign different than the campaigns

of Nick St. Louis and Chris Garrah is that Freedom Corp intended to manage the donations from Tamara Lich's campaign – but her fundraising was shut down before Freedom Corp. could do so.

18. **Chris Garrah and Adopt-a-Trucker:** I have read the affidavits of Chris Garrah provided throughout these proceedings. As set out in Chris' affidavits, Chris Garrah created the Adopt-a-Trucker concept. As part of that concept, Chris created the Adopt-a-Trucker GiveSendGo crowdsourcing campaign, as well as other fundraising activities via e-Transfers.

19. I understand from Chris Garrah's affidavits that he did not create or control the cryptocurrency donations, and that a third party by the name of "Serge" managed those donations and in fact created the Adopt-a-Trucker website. The Plaintiffs have erroneously alleged that Chris Garrah was involved in soliciting cryptocurrency donations.

20. Again, I wish to make clear for the Court that the fundraising activities of Chris Garrah through Adopt-a-Trucker and "Serge" through cryptocurrencies took place entirely separate and outside the operation of Freedom Corp. Chris Garrah created the Adopt-A-Trucker and GiveSendGo campaign before Freedom Corp was registered and organized as a corporation or legal entity. Although Chris Garrah was involved with me in the incorporation and creation of Freedom Corp., Chris' operation and fundraising activities under Adopt-a-Trucker were always separate and apart from Freedom Corp.

21. I also wish to make it clear for the Court that Freedom Corp. had no involvement or influence on any distribution of funds raised through the Adopt-a-Trucker. Again, an error in the Plaintiffs' allegations is their use of the term 'Freedom Convoy' as if it applies to one large operation conducted by Freedom Corp. The Plaintiffs appear to allege that because Chris Garrah became a director of Freedom Corp. that his campaign was directed by Freedom Corp. The reality is that Freedom Corp intentionally had no involvement with various campaigns such as Adopt-a-Trucker – and specifically had no involvement with any cryptocurrency donations.

22. **Benjamin Dichter and Nick St. Louis:** I have read the affidavits of Benjamin Dichter and Nick St. Louis provided throughout these proceedings. As set out in those affidavits, Nick St. Louis managed Bitcoin fundraising activities through a TallyCoin platform in what has been referred to as a HonkHonkHodl campaign. I understand that Nick, along with various other individuals (identified as "custodians" by the Plaintiffs) had possession and control of the Bitcoin raised through the TallyCoin fundraising activities. I also understand that at one point, Benjamin Dichter

was made a “custodian”, in the sense that he had one key to a multi-signature wallet that required 3/5 “keys” to access.

23. Again, I wish to make clear for the Court that Nick St. Louis and the other “custodians” actions with regard to the Bitcoin and TallyCoin fundraising activities took place entirely separate and outside the operation of Freedom Corp. While I understand that Nick St. Louis discussed his operations with Benjamin Dichter and Benjamin Dichter is a director of Freedom Corp., their Bitcoin fundraising activities did not form part of Freedom Corp. activities.

24. From my understanding, Nick St. Louis contacted Benjamin Dichter in for transparency and accountability reasons. My understanding is that Nick St. Louis had no idea his fundraising would be so successful and that he did not want to control so much cryptocurrency by himself. While Nick St. Louis was raising cryptocurrency for truckers’ expenses associated with the ‘Freedom Convoy’ concept, he had no association with Freedom Corp.

25. Freedom Corp. has never dealt with and has no interest or expertise in dealing with cryptocurrency. The complete separation between Nick St. Louis / Bitcoin / TallyCoin fundraising activities and Freedom Corp. is re-enforced by Nick St. Louis evidence that his allegiance was to the “Bitcoin community”, that he worked with various individuals who are unknown and unconnected to Freedom Corp. to organize and execute the transfer of Bitcoin to truckers, and that he did not on his own volition. Nick St. Louis was not directed or controlled by Freedom Corp.

Attorney General for Ontario’s Restraint Order, Federal Invocation of the *Emergencies Act*

26. On February 10, 2022, the Attorney General for Ontario (the “AG”) brought an application pursuant to section 490.8(3.1) of the *Criminal Code*, to restrain monies raised through the crowdfunding platform GiveSendGo under the Freedom Convoy 2022 and Adopt-A-Trucker campaigns. The AG’s restraint order also applied to any and all payment processors of GiveSendGo such as Stripe.

27. On February 15, 2022, the Government of Canada issued a proclamation declaring a public order emergency, officially invoking for the first time the federal *Emergencies Act*. As described by the Government, the emergency constituted continuing blockades throughout Canada, adverse effects on the Canadian economy through blockades of critical infrastructure of trade corridors and international borders, adverse effects on the Canada/US relations due to the

disruption of the international borders, the breakdown of supply chains and potential for “increased level of unrest and violence”.

28. In order to quell the stated “emergency”, the Government imposed a series of “special temporary measures” that may be necessary for dealing with the emergency. Those special measures included directions “authorize and direct any person to render essentially services to relieve that impacts of the blockage, including to regulate or prohibit the use of property to fund or support the blockade, to require any crowdfunding platform and payment processor to report certain transactions to FINTRAC and to require financial service providers to determine whether they have in their possession or control property that belongs to a person who participates in the blockade,”.

29. As a result of the proclamation and special temporary measures announced, the Government introduced an “Emergency Economic Measures Order” also on February 15, 2022. The Order described “designated persons” as any individual or entity that was engaged, directly or indirectly, in any activity prohibited by the regulations – i.e. any person that is engaged in a blockade. The Order *inter alia* directed any entity, which is widely described to include basically any conceivable type of financial entity or service provider, to immediately “cease” :

- a. dealing in any property, wherever situated, that is owned, held or controlled, directly or indirectly, by a designated person or by a person acting on behalf of or at the direction of that designated person;
- b. facilitating any transaction related to a dealing referred to in paragraph (a);
- c. making available any property, including funds or virtual currency, to or for the benefit of a designated person or to a person acting on behalf of or at the direction of a designated person; or
- d. providing any financial or related services to or for the benefit of any designated person or acquire any such services from or for the benefit of any such person or entity.

30. In effect, the *Emergencies Act* directed financial institutions to immediately freeze all funds, including funds raised via crowdfunding platforms, through direct donations, and virtual currencies. The [Emergencies Act, proclamation, regulations](#) and [Emergency Economic Measures Order](#) are accessible on the Government of Canada website.

31. By the time that the AG's restraint order and the invocation of the *Emergencies Act* were in place TD Canada Trust bank had already taken steps on its own volition to freeze the accounts controlled by Tamara Lich and Chris Barber. Those accounts held both the GoFundMe \$1 million donations, as well as the direct e-Transfer donations.

32. At that time Freedom Corp. was unable to secure banking facilities, and therefore had no access to any funds donated through the GiveSendGo platform, or any other form of donation. In effect, the alleged fear of dissipation was for the most part stemmed by government action.

33. All of this information was known to the Plaintiffs, as it was included in their own motion materials in the affidavit of investigator Jeremy King, sworn February 15, 2022. In fact, at paragraph 65, is attached the February 13, 2022, "Financial update press release" stating that ***"none of the money generated through the Freedom Convoy 2022 GoFundMe or GiveSendGo platforms has been released to the convoy organizers."***

34. I understand that part of the test to be met on a Mareva Injunction is characterized as a "balance of convenience" wherein the Court attempts to balance the competing rights of individuals and entities. I understand that as part of the assessment of the "balance", the Court will look to see whether there is a "risk of dissipation" sufficient to favour the rights of one party over another. In this case, there was no "risk of dissipation" as against Freedom Corp. at the time when the Mareva Injunction was sought, or at all.

35. Freedom Corp. takes the position that the Mareva injunction should never have been issued as against it, and the motion should not have proceeded ex parte as against it. There were at least two other orders in effect preventing exactly what the Plaintiffs sought to restrain Freedom Corp. from doing. Given there was no risk of dissipation, I fail to see how the justice of the case could have favoured the Plaintiffs over Freedom Corp. when the starting position of our civil justice system is generally not to freeze assets of individuals or entities prior to judgment.

36. To repeat, there never were grounds to find a risk of dissipation of assets by Freedom Corp. as the funds held by either GiveSendGo LLC and Stripe were the subject of the Attorney General for Ontario's Restraint Order, which was issued one week before the Mareva injunction was issued. This is yet another reason why the Mareva injunction should be dissolved.

Some Concerns

37. The Plaintiffs misstate and smear Freedom Corp. as an organization involved in “advocacy against government” as if it some radical fringe group that stormed the US House of Representatives. The reality is that Freedom Corp.’s stated purpose is ‘advocacy against government practices that violate human rights and freedoms’ – a concept far from being fringe or radical. Even if being an ‘organizer’ was associated with the ‘Freedom Convoy’, this does not mean the ‘Freedom Convoy’ is an illegal act. The Plaintiffs allege the ‘Freedom Convoy’ is liable for nuisance, when in reality their case is against select individuals or legal entities who they can prove their case against – and Freedom Corp. is not one of them.

38. It is apparent to me that the Plaintiffs, in their motion materials, intentionally or due to lack of investigative information, conflate the ‘Freedom Convoy’ with persons involved in a lawful protest. The Plaintiffs make other broad sweeping allegations not supported by the evidence. My concern is so great that the Plaintiffs have mislead the Court that Freedom Corp. has sought out a transcript of the submissions made by Plaintiffs’ counsel at the ex parte hearing. Enclosed as **Exhibit A** is a true copy of a transcript of the February 17, 2022, hearing. (4855-2919-4520)

39. I have also noticed that the Plaintiffs rely on media articles as ‘evidence’ and take the position that hearsay is admissible evidence in support of a Mareva injunction. Media article should not be relied upon to prove contested facts. And if media articles are going to be filed by these Plaintiffs, they should include media articles that take a more balanced position, such as those that recognize that donations were not made to finance unlawful activity. Attached as **Exhibit B** to this my affidavit is the February 26, 2022, article “Federal Intelligence Expert says Freedom Convoy donors no Threat” and “Convoy donations came from fed-up people, not terrorists”. (4889-0309-7369/ 4886-1580-7255)

40. Another fact not disclosed by the Plaintiffs to the Court was that it was the Ottawa Police themselves that directed protesters where to park their vehicles and other issues. Attached as **Exhibit C** to this my affidavit is text messages from the Ottawa Police. (4894-0994-0249 / 4858-3134-6969)

41. Freedom Corp. takes issue with the characterization of the donated funds as some form of “proceeds of crime”. Both the Attorney General for Ontario and the Plaintiffs make the same allegation. Yet neither the Attorney General of Ontario nor the Plaintiffs have provided this Court with any evidence that the subject funds held by GiveSendGo LLC and Stripe are proceeds of

crime, or were donated for the equivalent of terrorist or other forms of unlawful financing (funds to facilitate crime). The best the Attorney General of Ontario or the Plaintiffs can state is that the donations were donated to support the political protest movement known as the Freedom Convoy.

42. The Plaintiffs have not provided the Court with any evidence that donors made donations to support or facilitate unlawful activity. The Plaintiffs have no evidence from any donor at all.

43. What is also obvious is that whatever protest was occurring under the 'Freedom Convoy' concept by those acting lawfully and a minority rogue element were not being funded by the funds sought to be preserved by the Mareva injunction. For the most part the protesters were self-funding or being funded by persons from the Ottawa Community attending the protest in the form of cash or property. In other words, while the Plaintiffs allege the protest was a nuisance to them, others in the Ottawa community came out and supported it.

44. I have noticed that the Plaintiffs allege that if they prove their allegations, they need the donations for recovery on their judgment. It is safe to assume that donors did not donate funds to fund the Plaintiffs' alleged losses. A Mareva injunctions to restrain donations for a recovery for the Plaintiffs seems unconscionable.

45. The Plaintiffs provided no evidence to the Court on the assets of any of the Defendants – and the Plaintiffs have made their claims against over 60 defendants. In their factum the Plaintiffs allege there is "just one source for any meaningful recovery" – this simply is not true. There simply is no evidence before the Court that there will not be assets to fund a recovery and that a Mareva injunction on donated funds is necessary.

46. I have noticed that the Plaintiffs allege that Tamara Lich is a holder of a "Nunchuk multisig" wallet. This statement is false.

47. It seems the investigation of the Plaintiffs has left out more than they disclosed. For example, were not investigators conducting more investigations than simply preserving various social media site content? Did the Plaintiffs simply not include evidence that they possess that would demonstrate protesters or so-called 'organizers' were not engaged in unlawful activity.

48. I have also noticed that the Court's reasons for decision to issue the Mareva injunction did not analyse the case for a Mareva injunction against the respondents individually. Rather, the same cloud of allegations of the Plaintiffs is used to smear all Mareva respondents as if they were

all the same. The Plaintiffs make the allegation that all Respondents, including Freedom Corp., have taken steps to dissipate assets – this simply is not true. This treatment by the Court of the Freedom Corp. as the same as all other Respondents to impose a ‘nuclear’ remedy is unfair.

49. There is no risk of dissipation as it applies to Freedom Corp., as the donations never vested in Freedom Corp.’s possession or control. For the foregoing reasons, I respectfully submit that the Mareva injunction not continue as against Freedom Corp. In fact, I respectfully submit that the original Mareva injunction should not have been issued against Freedom Corp. at all.

50. This affidavit is submitted in support of the Mareva Respondents motions as set out in their Motion Record returnable March 31, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by Chad Eros at the City of Moose Jaw, before me at the City of Toronto, this 28th day of March, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 28, 2022 12:33 EDT)

A Commissioner, etc.

Chad Eros
Chad Eros (Mar 28, 2022 10:28 MDT)

Chad Eros

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THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **CHAD EROS**, BEFORE ME
THE **28th** DAY OF **MARCH**, 2022.

A handwritten signature in blue ink, appearing to be 'A. Ferguson', is centered above a horizontal line.

A Commissioner, etc.

A. Ferguson

Court File: 22-88514-CP

SUPERIOR COURT OF JUSTICE

5 B E T W E E N :

ZEXI LI

Plaintiff

10

- and -

CHRIS BARBER

Defendant

15

P R O C E E D I N G S

20

BEFORE THE HONOURABLE JUSTICE C. MACLEOD
On Thursday, February 17, 2022, at 161 Elgin Street,
OTTAWA, Ontario

25

APPEARANCES:

M. Jilesen

Counsel for the Plaintiff

S. Bitman

Counsel for the Plaintiff

J. Kras

Counsel for the Plaintiff

30

M. Robins

Counsel for the Plaintiff

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W I T N E S S E S

No witnesses entered on this day

E X H I B I T S

No exhibits entered on this day

Submissions by Ms. Jilesen

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LEGEND

[sic] Indicates preceding word has been reproduced
verbatim and is not a transcription error.

(ph) Indicates preceding word has been spelled
phonetically.

[Indiscernible] Indicates an inaudible or impossible to
understand spoken word/phrase

Transcript Ordered:

March 18, 2022

Transcript Completed:

March 23, 2022

Ordering Party Notified:

March 23, 2022

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THURSDAY, FEBRUARY 17, 2022:

U P O N C O M M E N C E M E N T

THE COURT: Yes. Thank you. Good afternoon.

MS. JILESEN: Good afternoon, Your Honour.

THE COURT: So, I have the, I've got the materials, I believe all the materials that you uploaded to Case Line, and I see that you've also uploaded some of the material that was previously before Justice McLean.

MS. JILESEN: Yes. Yes, Your Honour. I, I think that there's just one reference in our factum to that, maybe a couple to that prior material.

THE COURT: Right.

MS. JILESEN: I don't expect it to take you too long.

SUBMISSIONS BY MS. JILESEN:

THE COURT: So, explain to me, if you will, how this class proceeding and the, and *Mareva* injunction is the proper vehicle for the order that you see here.

MS. JILESEN: Is the question, Your Honour, whether a *Mareva* injunction can be brought within a class action?

THE COURT: Well, it's unusual, but I, I, I don't doubt that you can bring any kind of, you can seek any kind of order within the context of the class proceeding. However, we do have a

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5 situation in which we have a, a representative,
plaintiff, or class of people in an action that
has not yet been certified. So, certainly she as
an individual claim regardless of whether there's
ultimately certification, but I don't have at
this point, you know, I'm not quite sure of the
size of the class or the, or the damages that may
also may be sought.

10 But the bigger concern, I think, is how this
plaintiff has a claim against the fund that
you're effectively trying to restrain because it
seems to me that the usual situation of *Mareva*
injunction is where the defendant, the client,
15 the plaintiff has a claim against a fund or
assets that are in the possession of the
defendant. And the defendant is in the course of
moving those out of the jurisdiction, or making
them, or dissipating those funds in a way that
20 would make them judgment proof.

In this case, what we actually have is the
defendants about to receive funds from a fund
that they do not own, but is arguably some kind
of trust fund for their benefit. So, if they own
it at all it's because they have a beneficial
interest in that fund. But it seems a bit of a
stretch for the plaintiff, even if successful, to
be able to claim against the fund if it's never
transferred to the defendants.

30 MS. JILESEN: All right. So, the, that's

5 helpful, Your Honour. Thank you. The, so there was a series of different classes of defendants.

10 THE COURT: Well, well let's just stop there for a little bit. There aren't, right? You have a proposed fresh as amended statement of claim. It has not been amended because it, and I, I accept you could just issue another claim. But you need an order to amend that claim and add, add parties and change the title of the proceedings. So, that has not in fact been done and, so currently we have only one plaintiff and we have a series of proposed plaintiffs and I've read who they are and I have their affidavits, of course, and it seems entirely appropriate for them to pursue a class proceeding as well. And, and it wouldn't make much sense to have two class proceedings and, and nobody is going to be prejudiced by it. So, I would readily grant that, but there, but there is no motion to amend and it hasn't been dealt with yet. And again, I appreciate that that's because of the time, but as of this, this moment, there's actually only one plaintiff, right?

25 MS. JILESEN: Yes. Rule 37(17), Your Honour, permits on those, like a *Mareva* injunction to be brought on a pending proceeding and, so we, Your Honour, that is our motion with respect to bringing this motion in respect of the, not only of Ms. Li, but proposed plaintiffs.

30 THE COURT: Right. And, but as I say, I'm, I would be happy to grant that order, but, but the

point is it hasn't happened yet. So, we have a proposed, so what we have is a proposed class proceeding and then a proposed amended class proceeding, which you will undertake to bring, but has not been brought yet.

MS. JILESEN: Fair enough, Your Honour. Just as I understand that under the rule 37(17) the claim does not need to be issued, and we do not need to bring the motion in order to, to amend the claim, in order to, or, or even to issue the claim in order to [indiscernible] option. I can, I can take you to that, Your Honour. Is fine.

THE COURT: First of all, I'm, I'm well aware that I've done it myself in practice, brought motions, or sought injunctions in, in advance of action, but the, the judge normally, apart from an undertaking to, to commence the action they always want to see the draft pleading and they have that, so....

MS. JILESEN: Okay.

THE COURT: I appreciate that's not an insurmountable problem, I just wanted to be clear.

MS. JILESEN: Fair enough. So, let's head to, then get to your first question. So, the, the categories of defendants and proposed defendants include the truckers, and at that, when you are referring to the people who will receive the money, is our expectation are the truckers or it is, it's probably more appropriate to say the protesters will receive the money. Some of many,

some of whom may be truckers and some may not.

The *Mareva* was financed in an attempt and, Your Honour, to be very specific about who they are and, and why we could say.... Sorry. I don't understand the, Your Honour.

THE COURT: No. Sorry. It's just my, the unique situation here, it seems to be that the people that are going to receive the funds are in fact defendants, assuming that they're encompassed in John's Does one through 60, so, right? So, they're, they're not far from putting the money out of the jurisdiction, we're almost bringing money into the jurisdiction, but converting cryptocurrency presumably to real money or to, to fungible money that it can be, go into their banks or be used to buy things.

MS. JILESEN: Right. The, the evidence though, Your Honour, is that it is going to further the protest, not to go into their bank accounts. To, to purchase gas and to, for lodging, and to further the aims of that protest.

THE COURT: And, and I understand why you want the order, and I, and it may even be a really good idea to get this order. It's just a question of whether it is the plaintiff in this action who is bringing a damages action for a nuisance that has the, has the right to seek it. The Crown could seek it. The Crown could seek a restraint order, like the one they've already obtained.

5 Their current restraint order restraining the
GoFundMe money and certain other funds from,
which have been frozen as a result, or at least
partially frozen as on the media reports. And
certainly that order, which I have here, that was
granted by, it's actually through Chief Justice
McWatt at the request of the Crown Law Office
Criminal, and that is pursuant to section 490.8
10 of the *Criminal Code*. And that permits the court
to freeze funds that, or property which appears
to be used for criminal purpose. That's
certainly a, a remedy available to someone, to
the Crown, under the *Criminal Code*.
15

Similarly, we have now, and you've given it to
me, we have orders in council which do exactly
what it is you're asking me to do, don't they?
They, they, the emergency economic measures order
20 prohibits amongst other things, making any
property, including currency or virtual currency
to afford the benefit of participants in the
current whatever you want to call it. I'll just
call it the disruption for the moment, in Ottawa.
25

So, it hasn't, so that's a number of different
questions all rolled together, but it seems, so
my, my problem with this is in whether it's
30 really a damages action. Can the plaintiff seek
to restrain the dissipation of the funds, which
is really for the purpose of impeding the

continuation of the protest, as opposed to some other entity under some other provision, like the *Criminal Code* provision or like the, the order. And secondly, since the Federal Government has already made an order without a court order, is there any need for an injunction?

MS. JILESEN: That is a lot of questions, Your Honour.

THE COURT: It is. It is a lot of questions. I've been thinking about it for a while.

MS. JILESEN: So, so perhaps let me, and I, I let me address some of that. One, this motion is a motion for a, a *Mareva* injunction like any other *Mareva* injunction, to secure the assets of the *Mareva* defendants that, so that there is, so that there are funds in the event of a judgment in favour of the plaintiffs. None of the other orders may, including the emergency regulations by the Federal Government can do that. So, that's, I think, I think that answers at least one of your questions. That, or maybe two, so....

THE COURT: But, it, I know. But, in fact, you're not doing that, right? You're not asking to secure the assets of the defendants. You're really attacking the fund.

MS. JILESEN: We're, if I could take you through Your Honour why we say these are assets of the *Mareva* defendants.

THE COURT: Right.

MS. JILESEN: The fund, the fund doesn't exist in

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5 the air. It has to belong to somebody, and, and we say that it, both that with respect to each set of them they belong to those who control them. So, if, if I just take, without going into detail about the facts with the affidavits for the moment.

THE COURT: Yes.

10 MS. JILESEN: A Bitcoin wallet, and, and, so there are a few things; one, we have the not for profit, or as usually defined as Freedom 2022, it has, it sought donations and received those donations and those, also they went to Gifts and Go. But those funds belong to Freedom 2022, one of the *Mareva* defendants. I don't think there can be any doubt about that.

15 THE COURT: Well, do they know? I mean, in, in the GoFundMe situation, when GoFundMe took down the fund and refused to distribute it, they then returned the funds to the donor, to, at least according to the media reports. And they, they may have done so under threat of the Governor of Florida to investigate them, but they, they, they took the view that if they weren't able to distribute the funds they should go back to the donors.

20 MS. JILESEN: So, that was under, I've spent some time reading their terms of service and they have the right to do all of that under their terms of service. Gifts and Go has said we are not doing that. Gifts and Go has made it clear that this money belongs to Freedom 2022. So, that's the

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Gifts and Go funds.

THE COURT: Right.

MS. JILESEN: Then there's the Adopt a Trucker fundraising campaign, which is organized by Chris Gerra. As far as we know, there's no corporation, no organization other than Adopt a Trucker is Mr. Gerra's organization. It just is Mr. Gerra and he has been receiving donations through that campaign, and we say that is his money and we're seeking an order against his assets as described in the factum and it's specified in the [indiscernible].

Then there are the funds controlled by Mr. St. Louis and Mr. Victor who have been, who have control over the passwords. I'd have to take you through this. For the \$1.1 million which has been donated through the Tally Coin platform for the Honk Honk Hodl, H-O-D-L, and fundraising initiative. And we say the only analysis, is again, Honk Honk Hodl is a thing, but Honk Honk Hodl has made it clear that it is Mr. St. Louis and Mr. Dichter who are managing this. And, so the only analysis, well, it has to belong to someone, and we say it belongs to Mr. Dichter and Mr. St. Louis.

And then we have some other *Mareva* respondents, Ms. Lich who has been campaigning on behalf of the Freedom Convoy generally and on the behalf of Freedom 2022, but has also been seeking donations

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5 to her personal email address or through email transfers. We have no idea how much money has been raised through that, but that's clearly her money. And, and a similar thing is true for Mr. King. Ms., Ms. Robins can take you through the detail of that. But just to answer, and we're happy to take you through to more detail, Your Honour.

10 But to answer your question, we do say absolutely that this is the money of these *Mareva* defendants from Freedom 2022 and each of the individual defendants in *detail*, and that *Mareva* injunction can be granted against these assets.

15 It is not to stop the behaviour of those. You know, hopefully the City of Ottawa, those steps are being taken to take by other forces. This is for the proposed representative plaintiffs on behalf of the class to have some opportunity to secure a judgment that for them, on, at least there is a strong *prima facie* case to case of both private and public nuisance. So, there is no other form right now which is, can only be the, the plaintiffs who are able to bring that motion.

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30 THE COURT: Right. And Mr. Gerra and other named defendants are in your draft amendments taken as, as proposed added defendants?

MS. JILESEN: Some, some of, Mr. Dichter, Ms. Lich, and Mr. King are defendants in the original

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action and....

THE COURT: I am, I'm aware of that. I'll come back to that in a moment because three of them have counsel, right?

MS. JILESEN: Yes.

THE COURT: Who in fact was before the court yesterday?

MS. JILESEN: Yes. It is the, the, it is an *ex parte*.

THE COURT: I, I appreciate that but in, but in that, in the case of at least those three defendants, they do have counsel and you could reach out to him very quickly, at least one.

MS. JILESEN: Understood, Your Honour. It is the evidence of the dissipation of assets that Mr. Wilson would be duty bound to notify his clients of, of the motion that we rely on the risk of dissipation of assets for, for that and providing notice.

THE COURT: Yes. But the way that that's often dealt with is to phone them up and get them over here right now if I decided to, that's was useful thing to do.

MS. JILESEN: No. That, that, absolutely.

THE COURT: But, but, anyway. Basically, my point is that those three are represented. None of the other defendants are because they, for one thing, they've not been served with a statement of claim, let alone....

MS. JILESEN: Right.

THE COURT: I mean, they're undoubtedly aware

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that since everyone on the face of the earth
seems to be aware of it, but....

MS. JILESEN: Yes.

THE COURT: All right. So, so you were saying
that at least, that the evidence should persuade
me that at least some of these named defendants
who you are calling *Mareva* defendants, either
have these funds or control these funds, or will
receive these funds.

MS. JILESEN: Not, not will. So, all of the
above except for not will. They, they have them
now. They're not coming to them, instead what
they're doing is they're dissipating them, and
particularly the Honk Honk Hodl funds.

THE COURT: Right. They're proposing to do that,
right? So....

MS. JILESEN: Some of them have, there's, some,
some, the, the affidavit of Mr. Sanders from this
morning demonstrates that, that there has been
movement of Bitcoin to at least 100 other wallets
and that they are proposing, well, on Sunday they
were proposing that it would get to the
protesters within 48 hours. We now see they are
taking some of the steps that they said that they
would take, and as of now we don't have any
information that, that any has been transferred.
But certainly, steps that they said they would
take have been taken.

THE COURT: Yes. So, one of the challenges with
virtual currency is, is, you know, how do you
access it and where it's actually located. And,

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5 and as you know, and as the evidence discloses, I mean there are different ways in which people can benefit from this. One is you can simply transfer the ownership, or transfer to a wallet that they control if they're given the keys to it, but it's still at that point Bitcoin or some other virtual currency. And that is useful if you want to spend it somewhere that takes Bitcoin, but otherwise you have to convert it to cash or to Canadian currency or some other currency by going through, some kind of [indiscernible], a brokerage or an exchange, right?

15 MS. JILESEN: Right. And, and it is one of the reasons why this order would be enforceable because we've identified each of the wallets in the order and Honk providing notice to the exchange just like you would do in a traditional *Mareva* injunction to provide notice to the bank. And once, once they receive an order like that, they would then be able to freeze that particular wallet identified and specifically in the order.

20 THE COURT: Well, the person that controls the wallet could?

25 MS. JILESEN: No. No. No. With the exchange, the exchange, once, if someone seeks to, so if someone seeks to cash it and the exchange can then....

30 THE COURT: But so, they say, if we're to go to a gas station, for instance, that accepted Bitcoin in payment for fuel, they could just pay with

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Bitcoin, I would think.

MS. JILESEN: And then they would be in breach of the order. So, many orders have been made in relation to the issues happening in Ottawa right now, which have been breached. And my submission, that's not a reason not to make an order to, to the freeze the assets.

THE COURT: No. But it may be, it may be a reason not to do it. You know, many of my colleagues would say they will not grant an injunction they know to be unenforceable because it's simply is, not only is it not helpful, it brings the law into further disrepute. So, I'm not saying that's the, I'm not saying that's the situation here. But that's, that's not my main concern, but it's just one of the factors.

MS. JILESEN: Well, just on that factor, Your Honour, I don't mean to take you to it now, but I, I won't, if that is an issue, a concern for you, we'd like to take you through Mr. Sanders' I think most recent reports probably the most on that point, but I'm, I'm happy to deal with it, concerns, your more significant concerns first.

THE COURT: Yes. We'll, we'll come back to that. Sorry. That's Mr. Sanders' February 16th?

MS. JILESEN: His sworn, yes. February the 16th, affidavit. Yes.

THE COURT: I'm attaching his, his report.

MS. JILESEN: Paragraph 6 and 7 I think are particularly, if you have that, Your Honour, helpful. Paragraph 6 talks about making an order

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against an individual not to transfer the
Bitcoin to anyone else or to transfer the
Bitcoin to a third party to be held by them. And
one of the things, and this is in paragraph 7,
that is unique about Bitcoin, which is different
than cash is that it is traceable. So, that from
wallet to wallet to wallet, we know if it has
happened. And, so if the order were to be made
today and money is moved from one wallet to
another wallet, from, from a wallet which is
subject to the order to another wallet, we could
follow and anyone on the Internet can follow.
It's really fascinating actually. That's just
[indiscernible].

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THE COURT: Yes. I read that. I thought that
was interesting.

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MS. JILESEN: And you learn something new every
day. And we can, we can follow where that money
goes. So, the, in terms of the enforcement of
court orders, like through measures like
contempt, it is capable of being done with
Bitcoin in a way it would never be able to be
done on cash. Maybe not never, I shouldn't, I
shouldn't say never. Maybe you could look at
the, at the serial number on the cash, but
that's, I feel like I've only ever seen that
happen on TV and have not seen that in the
context of a *Mareva* injunction.

But with Bitcoin, we would be able to establish
without any doubt that after notice of the order

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had been provided, if the money moves it's in violation of that.

THE COURT: Okay.

MS. JILESEN: And then, so that's paragraph 7 and 8. And then paragraph 9 refers to the exchanges, which you described, Your Honour. And you'll see over the second part of the paragraph, over the next page, Mr. Sanders says, "During the transaction the individual must temporarily seek control over the Bitcoin to be exchanged." Just as you have to do with the banks. So, that is if someone is attempting at that point to cash it, the, the exchange has control and they would comply. There's, there's no suggestion at all that the exchanges wouldn't comply with such an order. And there are....

THE COURT: Certainly, the ones located in Ontario.

MS. JILESEN: Yes. But this is, sadly the efforts of any *Mareva* injunctions following the money and you get the *Mareva* injunction, you get the assets, you know, maybe in a Royal Bank of Canada but there's often many, many more and, and you spend a lot of time addressing that very issue. So, this one's different because it's cryptocurrency. It's not orders have been made like this set up in our factum.

THE COURT: Right. It's different in another way. And it's different from this standpoint. The individual damages that Ms. Li is claiming aren't, aren't that much. It's only, it only

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5 becomes a large sum if we multiply it by the
number of potential class members, and I, I know
in the amended claim you're upping the damage
claim. But that's also, that's because you're
adding additional nuisances, and also because
there're going to be additional classes.

10 But if we were to look just at her claim, this
would be massive overkill, you know. There's no
evidence that, that any of the named defendants
don't have assets sufficient to satisfy a
judgment on the order of what she's claiming for
herself as a, as an individual as opposed to on
behalf of the whole class. And, so the question
15 then becomes whether in a, in a damage action as
opposed to a fraud action or something like that.
In a damage action, in a class proceeding is a
Mareva injunction an appropriate tool to
effectively secure the damages of a class, which
20 may or may not ultimately be certified.

MS. JILESEN: In my submission, it's not
different from a fraud actually in that sense,
Your Honour. That the, that the real,
[indiscernible] the role on the dissipation of
25 assets, so that if I had a breach of contract
claim against a party and they were publicly
announcing that they were going to move their
money to the Cayman Islands in order to avoid my
litigation.

30 THE COURT: Right. But again, but they don't
seem to be saying that here. I mean, it would be

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5 very different if, if the, quite different if,
for instance, they were all converting their
assets to Bitcoin and shipping them out the
country, right? Or shipping the wallets to the
Cayman Islands, although, in fact, we can enforce
in the Cayman Islands. I've seen it done many
times. But, you know, that, so it's almost the
reverse, right? They, they've got their money in
10 Bitcoin which is a challenge for us to seize it,
but if they're, if they convert it to cash it
becomes easy. And it, they're actually bringing
in a sense money from the cloud into the
jurisdiction.

15 MS. JILESEN: So, I would, I would argue that
that's not correct, Your Honour. This all
started with cash being donated to GoFundMe,
right?

THE COURT: Yes.

20 MS. JILESEN: And then, GoFundMe said this is in
violation of our terms of service and we're going
to return it. And the *Mareva* defendants in
particular saw that this was occurring, and
there's a lot of evidence in the record about
them saying now let's move to cryptocurrency
25 because it's untraceable, *et cetera, et cetera,*
et cetera, on everything. I can't remember, I'll
have to find that reference.

THE COURT: I think I've got it.

30 MS. JILESEN: But, but they, but they moved it to
cryptocurrency in order to avoid the long arm of
this court, Your Honour, in my submission.

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THE COURT: But, but they, turns out they're in error about that, right? It is...

MS. JILESEN: Well...

THE COURT: ...it is traceable.

MS. JILESEN: They, okay. In my submission, there is nothing that's beyond the long arm of this court, so yes, they are in error about that. They understand it's traceable, but that, exactly what they are doing today, last night, moving it to 100 wallets, that is exactly, and, and then they're going to, I don't know what they're going to do, move it to 100 more, and then ultimately give every partner a small wallet of, of cryptocurrency so that they can buy their gas, *et cetera, et cetera*. It is, the record demonstrates that this is so that the government, nor the plaintiff, nor anyone can get access to the funds.

THE COURT: Right.

MS. JILESEN: They may not be thinking about the contempt properly, but that's not why, you know, that's, that's a thing that they will have to....

THE COURT: Perhaps. I mean, I suppose I also have a bit of a sense of unease about the ownership of the, of the money. I mean, let's suppose that, you know, everyone in Canada donates money to a fund, which they believed is for the, you know, assistance of children and, and some, and it turns out that that's fraudulent in some fashion. And the, and, and you sue the charity for which that money has been raised, or

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5 the organization for whom that has been raised.
In that instance, wouldn't the donors of the
funds then have claim saying, well, hold on. We
donated the money thinking it was for, you know,
the relief of, in this case we've seen people say
that, right? They say, oh, well, I thought I was
just donating to help some people who are going
to go down and make their voices heard, not that
they were going to go and occupy the centre of
10 Ottawa.

MS. JILESEN: But....

15 THE COURT: And, so how does that become the
property of the injured or the defendant? I know
you've told me that somebody specifically will
clearly control the funds and that, you know,
that, that I accept that that's, that's an aspect
of it. But it, it's, it seems that there may
well be arguments that the plaintiff does not
have access to the funds if they were raised for
20 a hate purpose. They were not raised for the
purpose of paying damages.

25 MS. JILESEN: So, the situation in Ottawa has
been happening for a few weeks, I don't need to
tell you. The fundraising has been happening
throughout that time and the money just keeps on
coming in. So, the, the donors after you pick a
date, I could, I could, you know, find, I don't
have it at the top of my head. But any donor
after a certain point in time knew exactly what
they were donating for, in my submission. And,
30 and I believe if I think about the order that the

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Attorney General brought that, that to some extent, that was exactly, that was exactly the point. That these were, that these were funds donated for the purpose of the....

THE COURT: Well, that's, that, that's right. The, the Crown argued...

MS. JILESEN: Yes.

THE COURT: ...that these are funds being used to further a criminal purpose.

MS. JILESEN: Because they....

THE COURT: And, and therefore they got an order freezing the flow of the funds and, so that they would not be used to further a criminal purpose. And, of course, you know, it remains to be seen whether, whether at the end of the day they can seize the funds as, as property utilized for a criminal purpose. But that, that's under a specific provision of the *Criminal Code* and it's not subject to the same technical status of the *Mareva* injunction.

MS. JILESEN: No. Fair enough. I'm not, I'm not suggesting, I'm not suggesting, Your Honour, at all that, from just analogizing...

THE COURT: Yes.

MS. JILESEN: ...the very same point, which is that the funds were donated for the *tortious* purpose, in this circumstance, and the order that's being sought is to freeze these funds. So, in my submission, you know, you're heard me, I'm not going to repeat it.

THE COURT: Yes.

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5 MS. JILESEN: But the evidence is that, that
these, this, these funds belong to the Mareva
respondents. It may be that I'm wrong about
that, but the funds would be frozen in the
meantime.

10 So, that if the donor has the claim against those
funds, and it's a valid claim then, that it won't
be dissipated in the meantime. Because
otherwise, Your Honour, the, the funds are going
to a person who is engaging in a *tortious*
conduct, which if the donor wanted to, maybe, I
mean, I obviously don't have a retainer for the
donor who thought they were donating simply for
15 the purposes of free speech. I have some
sympathy for that. But that they're, that the
evidence again in my submission demonstrates that
the vast majority of those funds were donated
after a certain period of time where it was clear
20 that that was not what was happening in the City
of Ottawa.

25 THE COURT: Well, I don't doubt that that's
correct. But I, I, I certainly think that it's
going to be possible that many people will argue
that they were misled or deluded. And certainly,
if they, you know, if they were listening to
certain media outlets that were urging them to,
you know, support the brave truckers against the
tyrannical government of, you know, urged on ways
30 by various, you know, in, in various places.

MS. JILESEN: Your Honour, may I take you to

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paragraphs 114 and 115 of our amended factum on this point?

THE COURT: Yes. By all means. Hang on just one second while I get that in front of me.

MS. JILESEN: You might appreciate I haven't done all of this on my own, so there should be a good answer to your question.

THE COURT: Yes. At paragraph what, sorry?

MS. JILESEN: One fourteen and 115 at page 41 of the factum.

THE COURT: Yes. Page 41 of the factum, yes.

MS. JILESEN: Yes.

THE COURT: All right.

MS. JILESEN: So, the submission, Your Honour, I will repeat it is that they have they've have the, that they have, they have gifted the money. They have alienated their right to those funds. They may have a claim themselves if they were not used for the purposes which they indented, but that claim isn't brought. So, these those, those funds are now alienated to the *Mareva* respondents and our, our claim is against those *Mareva*, *Mareva* response to freeze those assets and, and again as you've said, just like the Attorney General needs to do, we need to establish that claim beyond the *prima facie*, that *facie* case we see we have, we have established the damages. And just one point on the damages because we, we raised this about the value of Ms. Li's claim.

THE COURT: Sorry. Yes.

MS. JILESEN: In terms of the amount of, that we

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5 were, you know, obviously with the Mareva
injunction there's a certain amount that's sought
to be frozen. I believe we have \$20 million in
the order that the, the value of the claim of
the, of the, the collective proposed
representative plaintiffs, of the class, now
exceeds by multiples of that amount. So, it is,
while her individual claim may be small, but
likely claims of the proposed class are enormous,
10 in my submission. And the \$20 million is just a,
a fraction of that. So in terms of balancing, of
course, you need to, to keep [indiscernible] to
raise that.

15 THE COURT: Well, where I was concerned, of
course, to make it where, you know, assuming that
I think it's appropriate to make an order without
notice and to freeze funds that the plaintiff may
or may not ultimately be entitled to, we're
always concerned not to have gross overreach and
20 to make an order that is as economical as
possible in terms of causing the least disruption
as possible because amongst everything, your
client is now, is asking to be relieved from the
normal requirement even under [indiscernible] of
25 evidence.

30 MS. JILESEN: Yes. And, so with respect to that
point, Your Honour, I think with the exception of
Ms. Li, who sought out monies from a particular
email account, Mr., and Mr. King, so just, just,
just these two and Mr. Gerra, who sought
donations to themselves respectively, personally,

we aren't seeking an order against, you know,
usually in a, in a fraud case it's everything,
the house, like every, every...

THE COURT: Right.

MS. JILESEN: ...every last thing we have. That
would be overreach in this case, Your Honour.
And the reason we're focused on the donations is
to avoid the overreach.

THE COURT: Okay. All right. So, I understand
that argument, I think. I, so let me come back
to what I asked earlier. So, the emergency
economic measures order made pursuant to the
Emergency Act...

MS. JILESEN: Yes.

THE COURT: ...does it not do what you're asking?
It, it prohibits any movement of property, any
currency, any virtual currency to a, for the
benefit of participants.

MS. JILESEN: It does not secure those assets for
these plaintiffs, and it certainly, it is a very
broad order, which for what it's worth, I believe
is actually being debated as we speak. So....

THE COURT: I'm not sure, I'm not sure the order
is. I think the state of emergency is and, so it
will be....

MS. JILESEN: The emergency is.

THE COURT: They then, I believe, have an
opportunity to sort of do a clause-by-clause
analysis on the things later, if I understand
the, the legislation correctly. But and it may
be that there'll be Parliamentary committees

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looking into this for many months to come, but
it, it, assuming people were to follow that
order, those funds wouldn't stop flowing.

5 MS. JILESEN: Right. But it is a bit, so two
things. The main thing is not, that you can't
have overlapping orders, right? That there are
already overlapping orders in this very
situation, that is the honking injunction and
10 then the City injunction with respect to
compliance of the bylaw are overlapping orders
with respect to the honking, by way of example.

THE COURT: Yes.

MS. JILESEN: That's....

15 THE COURT: For some reason the City chose to
name persons unknown, where I would say obviously
know who some people are, but in any event,
that's, that's their order. And the restraints,
as you say, reach a bylaw including the anti-
noise bylaw and the anti-idling bylaw and the
20 anti-parking bylaw, right? And they're lighting
fires in the parks law.

MS. JILESEN: Right. No. No. I understood. I
just mean, it is the case that at, at least parts
of them are overlapping with respect to the same
conduct. So, so that's one. And two, and, and
25 more importantly is that it is a, this would be a
freezing order in this proceeding so that these
plaintiffs could at least attempt to enforce the
judgment against these assets which are not all
30 of the assets, right?

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5 So, the, the regulations say effectively, as I understand them, with respect to anyone participating in the protest, but, you know, I think I should pull it up. It is in someone's affidavit.

10 THE COURT: Yes. No. I, I understand that, and I understand there can be overlapping orders, but this kind of order is an extraordinary and it is, even extraordinary, extraordinary order, right? Because an injunction is an extraordinary remedy in and of itself.

MS. JILESEN: Yes.

15 THE COURT: And the *Mareva* injunction without notice is of really extraordinary remedy, and it is, it is appropriate in certain instances. But one of the things that I have to be persuaded on the law is irreparable harm if it isn't granted. And, so the point, my point about the order is if there's, if there's already an order in place
20 that does exactly what you're asking for, then it's hard to argue that there's a irreparable harm if I don't grant this order, which is just layering on another order on top of what's already there.

25 MS. JILESEN: So, those, so that order was, was made, whenever, whenever it was 24, 36 hours ago.

THE COURT: Yes.

30 MS. JILESEN: And, and last night money moved from wallet to wallet. The benefit of our order says to the exchanges this wallet, A, B, C, D, one, two, three, stop that one. And the

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regulations say stop all movement of
cryptocurrency, they were participating in the
protest. What is an exchange to do?

THE COURT: Well, I mean, I'm not sure they even
know about that order. Certainly, the first time
I saw it was in your affidavit, so....

MS. JILESEN: That would be, but....

THE COURT: The actual order to counsel, right?

MS. JILESEN: No. Fair, fair enough. But even
if they did have it, whether it was, I'm, I'm
confident that the *Mareva* defendants that have
some understanding of it because they are talking
about the emergency regulations in their, in
their, in their social media. But whether
they've seen this or not, I, I can't say. I
don't want to overstep, but they certainly are
aware of the fact that a Emergency Measures Act
has been....

THE COURT: Right.

MS. JILESEN: But, but if I'm saying, you're
sitting on an exchange or you're Mr. Gerra, or
Mr. St. Louis, and you look at our order which
says don't move any money, or any currency out of
A, B, C, one, two, and three, you know exactly
what you're not supposed to do. And I'm not, so
I'm not being critical in any way, of course, of
the government lawyers who prepared these
regulations. It is a very broad order for good
reason, but in my submission, there remains
obviously a material risk of dissipation because
it happened last night and it's probably, it may

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be happening right now.

5 This was and remains an urgent motion needing to
be brought *ex parte* because the *Mareva*
respondents have said let's take the cash that we
have, move it into cryptocurrency because they
can't be traced. And then let's move it into all
10 sorts of smaller little boxes and, so that makes
it even harder for all those people out there
trying to get this. And, of course, I'm not
holding anybody or anything they made exactly
[indiscernible].

THE COURT: All right.

15 MS. JILESEN: Oh, and one other point, Your
Honour, is that this order arising out of model
order has the additional enforcement mechanisms
which certainly leaves these plaintiffs wouldn't
have in the, in terms of sworn affidavits and
20 cross-examinations of the *Mareva* defendants.

25 And, of course, the *Mareva* defendants have the
protection of our having to return before you
within 10 days to have it extended. So, that
this, you know, we set out at the end of the
factum arguments we say, we think that they might
30 make if you are raising others. there is, in my
submission, no harm, no risk to them in any way,
shape or form, to have these assets secured for
the next 10 days so as to be able to address
those issues. In my submission, we, we need the
test. I'm not, I'm not stepping away from that.

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5 You need the test, but the risk of dissipation is extraordinary in this case and it has been blatant, what they have said they are trying to do and they are doing.

THE COURT: But there, there are a lot of things that have been reported that people have said in the media and, of course, you know, that's all second-hand and....

10 MS. JILESEN: It's not all second-hand, though, Your Honour, not to argue with you. But I'm, I'm going to argue that point with you and....

15 THE COURT: No. I'm not saying all your evidence is hearsay, it's not. I appreciate that it is not, but some of it is and, and certainly many of the statements that have been made and/or, and/or reported are, may, may or not be reflective of, of the true state of affairs.

20 MS. JILESEN: Well, we have videos of Mr. St. Louis directly. Ms. Lich, maybe not on the dissipation directly, but Mr. St. Louis directly on the issue of dissipation. That we are going to move it within 48 hours, that was Sunday and then 11th, I believe that statement from him which is, I may be, there. Paragraph 120 of our factum.

30 "So, let's talk about getting to the truckers and right now moving closer.

There's a number on Bitcoin only Canadian exchange to begin getting funds to individual truckers. As some of you may

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5 know, TD has been compromised, that is don't
put the money in a regular bank anymore.
But Mr. St. Louis says let's go to Bitcoin.
TD bank has frozen \$1.4 million of donations
to the truckers, some of which were from
GoFundMe, some of which were Gifts and Go,
so we can't start sending those. Those are
in limbo, he says. And lawyers are trying
10 to make them available to the truckers, but
in the meantime we're going to start using
the Bitcoins. We're not going to do that
anymore because that's going to get frozen.
We're going to start using Bitcoin."

15 And the next paragraph:

"We're going to offer to pay their credit
card bills and we can actually overpay their
credit card bills so they can have cash
20 available to withdraw."

So, he's saying now how they're going to avoid
the long arm of this court and get cash in a way
they believe is untraceable to the protesters.
We are also going to be using e-transfers, direct
bank deposits. Now, this was Sunday. Things
have changed since Sunday. Gift cards, that's
another tactic. And I think Mr. King, I don't
remember, but they talk about that, you know,
being a tactic, but....

30 THE COURT: Right. But now, now, and again,

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5 we're, we're, this is being framed as a *Mareva*,
so it is preserving assets for possible judgment
at the end of the day as opposed to an order to
try to prevent the flow of funds to protesters,
which would be the concern as the Crown if....

MS. JILESEN: Absolutely. But we say, we say....

10 THE COURT: Because, because you can well imagine
that if we, if we effectively make an order
freezing Bitcoin, though, someone will come up
with something else, like bringing buckets of
cash down, so....

MS. JILESEN: Oh, they've done that already, Your
Honour.

15 THE COURT: Yes. Exactly. So, that, you know
gift cards and so, and so forth, but none of
those, again, I think the peculiarity of this
situation is that here we're talking about
interdicting effectively the flow of funds to the
20 protesters, as opposed to the protesters trying
to move their funds individually out of the, out
of the jurisdiction. And, and I appreciate your
argument that, you know, these, this is a gift
that is in their possession that would be
25 exigible if damages are granted, assuming that
they're joint several and so forth.

30 And you know they're going to be, I mean, this
going to be, I have no doubt one of the
challenges to certification is going to be these
sorts of arguments that every area of, not only
is every plaintiff in an individual situation,

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5 but so is every defendant in an individual situation. We already know that when Mr. Wilson was before Justice McLean, he said, well, my clients don't have trucks, so they're not honking horns, right? And, so, you know, proving who's making the noise and who isn't making the noise and who's polluting and who isn't polluting may well be the challenge.

10 MS. JILESEN: These *Mareva* defendants are leaders and organizers, Your Honour, and that's the evidence we have in the record. And, if you want more detail on that Ms. Robins has....

THE COURT: No. No. I, I, I've...

15 MS. JILESEN: ...got them.

THE COURT: ...I accept that, but again, the claim is not framed that way, right? It isn't framed against the organizers or the fundraisers for [indiscernible] a ongoing *tortious*. It is framed as an action against the *tortfeasors* for actually causing damages by a nuisance, right? Public and private nuisance.

20 MS. JILESEN: So, I think with respect to these *Mareva* defendants, you know, I'm just thinking of one, you know, Benjamin Dichter, 18, he's one of the main organizers of Freedom Convoys, is one of their social, social spokespeople. And then, I mean, in, in my submission, Your Honour, the claim against these, just the *Mareva* defendants, they're also protesting whether they have, like whether they have a truck or not, that's beside the point. They are leaders of the protest.

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30

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5 There's a paragraph 37 of the claim, defendants,
lots of them, but including Dichter, Lich, so
Dichter and Lich are on there and St. Louis, are
responsible for the planning strategy, organizing
fundraising, material support, logistics and
tactics of the Freedom Convoy occupation,
including the *tortious* behaviour described for
the [indiscernible]. And here and after, we, we
10 heard to as the organizers of the defendants.

15 So, they, they are, the claim against them is for
being the organizers in, with resulting in the
behaviour which has given rise to two emergency
orders and one declaration of the use of the
Emergency Measures Act. That's the claim against
them.

THE COURT: That's in the, in those materials, or
they, or in the first one.

20 MS. JILESEN: That's the amended claim. Sorry,
Your Honour.

THE COURT: Amended claim. Yes.

25 MS. JILESEN: Paragraph 37 of the amended claim.
And then, so as you know, so that was paragraph
37 and then....

THE COURT: Right.

30 MS. JILESEN: ...and forward at, at paragraph 40
it talks about the defendants being engaged on a
design to occupy Ottawa to engage in *tortious*
behaviour and we describe in the factum the legal
analysis related to common design.

So, it is not just that individuals are honking.
And sorry, there's a heading just above paragraph
47, organizing the Freedom Convoy occupation.

THE COURT: Yes.

MS. JILESEN: So, it is, this it's not just the
honking and the [indiscernible].

THE COURT: Right. It's a, it's an interesting
situation that you're in, though. I mean, suing
60, well more than that now with the amendment,
John Doe defendants. So, individual defendants,
right? And that's an argument for another day,
but it, it's going to be, it's going to be
challenging, you know. I'm reflecting on that as
I was thinking about this the other day. There
is a, there is a provision in the *Class
Proceedings Act* for a certification of a
defendant class but I've never seen used and I'm
not even sure how it would work, but....

MS. JILESEN: We've had those economic
discussions at the firm as well, Your Honour,
about that. Yes. But for another day, as you
say.

THE COURT: Yes. Is this claim by the way, is
this in the final form? Or, does it require some
further tweaking?

MS. JILESEN: I'm not aware of it requiring any
further tweaking.

THE COURT: And, I didn't think I saw class
definitions in it, other than generally.

MS. JILESEN: Yes. There is. Some of them
[indiscernible], 44 to 46, Your Honour.

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5 THE COURT: Thank you. Give me just one second,
here we go. Oh yes. Okay. I have not committed
it to memory. Thanks. Have you had any
discussion with counsel for the Attorney General
of Ontario and Canada about this? Are they aware
of this? Are they aware of it?

10 MS. JILESEN: Certainly, my office has not. You
may have seen on the motion, Your Honour, we're
acting as agent for Champ and Associates acting
on this *Mareva* injunction.

THE COURT: Yes.

MS. JILESEN: I can, I can find out. But I, I
don't know.

15 THE COURT: Know. But here's, let me just add
that I, when I was thinking about this and
reading your materials earlier, I was wondering,
and one of the things I had contemplated doing
was putting this over briefly for a notice to the
Attorney Generals of Canada and Ontario, both of
whom intervened on the City's injunction and I
20 think also on the Ambassador Bridge injunction.

25 And, of course, the Attorney General obtained the
restraint order. Different departments, though,
of course, the, it was the Crown Office Criminal
that obtained the restraint order and was the
Constitutional Law section that showed up to
intervene. And, the reason that I had thought
30 about that, although I think you may have
answered the question, was to ensure that we
didn't have different orders operating at cross-

5
10
purposes and confusing the people that were the recipients of them, i.e., banks and other institutions as to what they could and couldn't do. And, it seemed to me that it would be a useful thing to hear from those that, the counsel that were involved in obtaining those other orders and from the Department of Justice with respect to the orders made by the Federal government.

15
20
MS. JILESEN: So, Your Honour, of course there's a comeback clause for anybody to vary the order, but we, so that, you know, of course, right now we are concerned about the dissipation of these assets. I hear you that it makes sense for us to provide, if you were to grant the order, immediate notice to those parties and we would undertake to do so and if they wanted to come back earlier than the 10 days, we would do that, of course, if the court was willing to grant the time.

25
THE COURT: So, again, I understand the reason why these orders are sought *ex parte*, because if they're not then that would accelerate the dissipation. Although, I'm sure that they're, since they're aware of the orders that bind them in any event, there's, they are probably moving with some alacrity as it is.

30
But I, I'm not, I'm not excited about the optics of, you know, appearing with counsel yesterday and then having tried to appear *ex parte* on both

5 sides of that earlier this week and then again today. I'm certain that the defendants will have something to say about that. And, obviously, that's why we have a much higher test for an *ex parte* injunction. But I think it's even higher when you actually know that there is counsel [indiscernible].

10 MS. JILESEN: Understood, Your Honour. The challenge here is and was the notorious way in which the clients were saying they are going to move the money. And, it, and the, you know, these arguments are [indiscernible] in bringing these about, providing short notice, but there's an unfairness of that was well. You know, Mr. 15 Wilson, please show up at two o'clock today. I'm not going to tell you what it's about, and I'm not going to give you the material in advance, puts that counsel in, also in an impossible position. If, I have no objection if it's your 20 direction that we provide them with notice today.

25 We, I am with you that we have to provide you with full and frank disclosure, that we have to be as fair as we can to the parties and to Mr. Wilson. But, in my submission, the evidence of the disregard for orders of the court and an effort to move funds in order to avoid orders of the court is why we are here *ex parte*.

30 THE COURT: I mean, I must say that, although I know there have been, it's alleged that there have been breaches, the, it appears that there

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was some real attempt to comply with Justice McLean's injunction. And, as you know, Mr. Wilson did not oppose an extension of that.

MS. JILESEN: Yes. There was.

THE COURT: There was a marked, there was a marked difference from what we could hear from the courthouse, for example, in the space of a, in the space of a, and indeed the day before the injunction's argued and then, then....

MS. JILESEN: And, certainly, like if we identify that as [indiscernible] disclosure, Your Honour, we would expect that what the respondent's would, they would, they were to say that we, you know, we tried and that the, the horns start honking for a certain amount of days and then and, they would, I, I am confident that they would, that there are a number of submissions similar to what you've just said that they would....

THE COURT: But, I mean, you can see what they're saying, I mean, that was in your own affidavit material. Right? They are claiming that, by the protests, which at least some of the them are claiming that, you know, they are assembled for, you know, they're peacefully assembled to protest and that some of the orders that were being made are illegal, you know, I suppose, it may turn out that they're right. Maybe some of them will be found to be in, in the course of time.

MS. JILESEN: In the meantime, they are made. And, it, you know, an order's an order until it's set aside. Your Honour, our, again, this motion

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5 is brought against these particular respondents
as leaders and organizers, fundraisers. They
have said, and this I don't believe is in the
evidence, maybe it was this morning, I've lost
track. But Ms. Leetch's, you know, I, I don't
want to get it wrong. Some of them have said
they're staying. It is an illegal protest at
this point, Your Honour. They are organizers of
10 that protest and they are remaining in Ottawa.
So, it's, in my submission, not really about
whether they tried to get the honking to stop, I
accept that. But they remain leaders of this
protest.

15 THE COURT: Yes.

MS. JILESEN: And, ultimately, this is about
having some security for the very significant
damages that their class has already suffered and
will continue to suffer as long as this situation
remains in place and potentially for some time
20 after that. But that's, you know,
[indiscernible] we'll see.

25 But there's no doubt that they have suffered
damages for the last three weeks. Whether it's
loss of business income or the stress of hearing
the horns honking all day or being afraid to
leave your home.

30 THE COURT: Yes. Well, it's difficult to try to
roll that all up into a, this is a lot of, a lot
of people obviously are at, have complained about
the inconvenience and so forth. But your clients

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are claiming much more than that. They're claiming to have suffered actually compensable damages and certainly, obviously when you add the businesses to the, to the claim.

MS. JILESEN: So, this is, I mean, it's in our factum. I'll get the right paragraph. The reference to the *Caledonia* class action, Your Honour, this is not, we're not the first to have fought about this.

THE COURT: No.

MS. JILESEN: And, the public nuisance as the case as described is that, is a bunch of private nuisances brought together. So it is, at that point, the organizers have facilitated the *tortious* conduct of the diesel and the blocking of the roads and all of those things. And....

THE COURT: And, is there any authority or any instance of a *Mareva* injunction being granted in a proposed class proceeding that you can take me to?

MS. JILESEN: Yes. Ms. Bittman is going to help you with that, Your Honour.

THE COURT: All right. Thank you.

MS. JILESEN: Just give us a moment.

COURT REPORTER: Ask her to spell your name for the record, please.

SUBMISSIONS BY MS. BITTMAN:

MS. BITTMAN: So, there is authority for *Mareva* injunctions being granted in the context of a

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past proceedings.

THE REGISTRAR: Excuse me.

MS. BITTMAN: So, in our *factum* we cite to a case called *Boal and International Capital Management*, and there we deal with this at paragraph 92 of the *factum*.

THE COURT: Let me just get there.

COURT REPORTER: Ask the judge.

THE REGISTRAR: Excuse me, Your Honour. Could we just have Ms. Whitman[sic] spell her name for the record?

MS. BITTMAN: Pardon me. It's Sarah with an H and the last name is Bittman, B-I-T-T-M-A-N.

THE REGISTRAR: Thank you very much.

THE COURT: Yes. Sorry, it's in your *factum*.

MS. BITTMAN: Yes. At paragraph 92. So, we cite to the *Boal and International Capital Management* case. And, this is a decision of Justice Perell. He said that the plaintiff in that case brought a proposed class action on behalf of 170 investors in respect of unsecured promissory notes worth \$24 million, so more than is at issue here. Or it's more than what is being sought with respect to the this and in that uncertified action, the plaintiff brought the motion for a *Norwich* Order and a *Mareva* injunction. And, if you look at a paragraph five of that decision, if you were to open it up, Justice Perell specifically comments that this relief was properly sought.

So, the *Mareva* in that case was not extended

subsequently. There was no issue with the fact that it was being brought pre-certification. In our submission, this is consistent with the rules that permit motions to be brought prior to proceedings even being commenced. What matters, is that there's a strong *prima facie* case, which was say we have here. And we think the, we would submit that the *Caledonia* Class action which we cite in our *factum*, is of assistance in this regard. And, so that's *KRP Enterprises Inc. and the Ontario Provincial Police* commissioner and in that case a class action was certified against the Ontario Provincial Police for their inaction with respect to protests.

And, in that case, and we say this is instructive in respect of what would likely be certified when we get to that point with respect to this class action. The court found that there were identifiable classes of business owners and property owners. And, that there was significant precedent for common issues in this type of class action and that a class action would indeed be a preferable approach.

And, I think, Your Honour, you acknowledged as much to Mr. Jilesen earlier. So, in our submission, this isn't without precedent and as we state in our *factum*, it's just typically not the case at this sort of phase necessary. Many class actions are brought against large multi-

national corporations with the deep pockets.
And, we're dealing with something different here
where we also have concerns about dissipation.
If that answers your questions, I would allow Ms.
Jilesen to continue our submissions.

THE COURT: Yes. Sorry. I was just reading what
Justice Perell had to say. But this decision, I
should say, is the context of not extending it.
Right?

MS. BITTMAN: Yes. So, they, the decision in
that case, Justice Perell's decision states that
it wasn't, that decision wasn't about not
extending. That decision dealt mostly with the
concerns about a certificate pending litigation
which have been obtained at the same time as the
Mareva.

THE COURT: Right.

MS. BITTMAN: And, the *Mareva* was not sought to
be extended, but Justice Perell's comment was
that the seeking of the *Mareva* was proper at the
time that it was sought, which was pre-
certification.

THE COURT: Okay. And, then I take it there
aren't reasons from when it was granted?

MS. BITTMAN: I don't have those handy, but I, I
believe not, Your Honour.

THE COURT: No. I suspect not. All right. Yes.
Thank you.

MS. BITTMAN: Thank you, Your Honour.

THE COURT: Yes. All right. Well, I think we've
covered a lot of ground.

5 MS. JILESEN: We have. Would you like any further detail, Your Honour, about the individual defendants, Madam, Ms. Robins, I'm sorry. Ms. Robins has an ability to take you through that in some detail if that would be helpful.

10 THE COURT: No. I think that is, I that is outlined. Or, I just, well, I appreciate that it can be done this way, I just have some unease about people who do not even know that they are named parties if we're going to, if I grant this order to find that they are not only restrained but that they are also going to be named in this class proceeding.

15 Again, I think that there's no real harm in that because you could easily issue a new claim tomorrow naming all of these people and they would have nothing to say about that. But as you know, when you've used John Doe defendants there is often a, or there can be a dispute about misnomer and whether the substitution of a name of a person is appropriate or not.

25 Again, I don't expect that we have really deal with that but I've heard enough of those motions to know that it can be an issue as to whether the litigation finger was actually pointing at that person or not. So, I'm not, I doubt that any such opposition to naming someone would be successful, but you are intending to add what is really a funding organization, the not for profit

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5 that they've only recently created and I suppose
there may be some argument as to whether the
original plan was pointing at those, at that
person or not. But, you know, again, I don't
think it is of any moment because you could
easily start a new claim tomorrow or have brought
the motion in the context of the new claim
without having to worry about misnomer.

10 MS. JILESEN: Or, to add a party under the rules
even without having to point the litigation
finger. I mean, even if....

15 THE COURT: Yes. Well, that's correct. You
could move, you can simply move to add a party.
So, but I think, well, let me finish. Let's just
finish this first and then I will decide whether
I'm going to grant any kind of order and then we
may have some further discussion.

20 MS. JILESEN: So, Your Honour, and I think I took
you through the, let me see if there's anything
on the way through we, that we've missed.

THE COURT: Well, you answered, I think all of my
questions.

25 MS. JILESEN: I wanted, we, we talked about the
enforceable order and you've seen the affidavits
there.

THE COURT: Yes.

MS. JILESEN: I think I'm going to....

30 THE COURT: So, again, I don't think anything
hinges on it in reality because, again, you're
seeking to secure the possibly of recovery of the
damages that your clients are seeking in the

[indiscernible].

MS. JILESEN: Yes.

THE COURT: But it is an unusual situation.

It's, it's unusual in every single way.

MS. JILESEN: [Indiscernible].

THE COURT: The most unusual feature of this is that for two whole weeks, no government agency of any kind came to this court for any kind of an order until your client, a private citizen, took it upon herself to launch this class proceeding to seek an injunction. And, even then it was the most timid of injunctions, it was an injunction to stop making noise. And, so we actually don't have, at least in this proceeding, an injunction preventing motors from idling or to clear the streets or anything like that. So, the, the, so now we're moving to, sort of the nuclear option of freezing assets, but we still haven't got an order to, we still haven't got an order, at least in this proceeding to abate the nuisance entirely.

MS. JILESEN: Right. So, that's a good and fair question. The, there are two declarations of emergency and one *Emergency Measures Act*, which I think effectively says all of those things. And, it might be overlapping them if we sought that order because it, because it would be arguably the same one. Here, we're asking for relief in respect of this action for the benefit of these plaintiffs in the event that they're successful in the action with respect to very specific

assets. So, you know, we can't go back two weeks and ask for those injunctions, but those arguably, if we ask for that now that arguably would overlap with other orders that have been made.

THE COURT: But, and the other peculiarity about these cases, as opposed to some others is there, I mean, there's no, there are lots of competing rights here. Rights to notice, rights to procedural fairness, perhaps rights not to have their property frozen without due process. But there's no, sort of competing right to block the street or purpurate a nuisance. And so, it's, we're again in a rather odd situation.

MS. JILESEN: And, that's why where we, when we talk about the balance of convenience, if this order is not made today those monies will move and move more and while they'll be traceable, it will be harder. And, if the order is made today, we will have some chance that the exchanges at least, to make some effort to have the monies not be dissipated.

Whereas the impact on the *Mareva* defendants is that the monies that they sought to have, you know, they sought those donations, they will not be able to move those to other people. It doesn't otherwise impact their life in any way, unlike every other *Mareva* injunction, which has a very significant impact on people's lives.

5 They will make all of the arguments and that are
set out in our, at that the end of our *factum*,
that these are their rights but, you know, I
mean, it's difficult for me to argue against
myself. But it is, you know, it's our submission
that this is a public nuisance, that they are
participating in a common design with respect to
that public nuisance that they do not have the
10 right to do. And that, so when we're balancing
the rights here the balance, in our submission,
it falls well in favor of freezing the assets, at
least for this short period of time, to hear the
arguments from both sides.

15 THE COURT: Okay. All right. Well, if I were to
grant this order, ten days.

MS. JILESEN: It's February 27th, Your Honour.

THE COURT: Yes. Which is a Sunday.

MS. JILESEN: Sunday. Yes.

20 THE COURT: And, Monday of this week is, or next
week is a holiday.

MS. JILESEN: So, as my colleagues reminded me,
that there's a period over seven days or
something we don't count the holidays. So,
25 February 28th we believe is the 10 days. I think
the draft order was for February 28th.

THE COURT: Sorry. I think you answered this
question as well. So, my other concern was
whether the donors of the funds had any rights.
And, because many of them no doubt will be
30 outraged as they thought that their money was
going to support a cause and instead it turns out

to be held for the benefit of people they did not intend to benefit, and perhaps for their lawyers. That there will be many cries of outrage about that, I'm sure.

MS. JILESEN: So, then there are two answers to that, Your Honour. There were the two paragraphs in the *factum* about the gifting, so that they have alienated their rights to those facts.

THE COURT: That they have no way to get these funds back even if the individuals that collected them were to use it for a trip to Hawaii, for example.

MS. JILESEN: Right. Or, if they have a claim against....

THE COURT: For fraud or negligent or misrepresentation or something of that nature?

MS. JILESEN: None of that would prevent the support of [indiscernible]. But the fact that they may have an independent claim against it, the assets will be frozen and not dissipated.

THE COURT: Right.

MS. JILESEN: [Indiscernible].

THE COURT: Yes. So, none of this yields with whether your client actually gets these funds or gets access to these funds at the end.

MS. JILESEN: Exactly.

THE COURT: All right. Thank you. All right. I think you've responded to all of my questions. And, some others that you were probably not expecting. So, let me do this. I'm going to take a short break and just review my notes and

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then I'll tell you what I'm going to do. It's, twenty to four, so shall we come back at ten to?

MS. JILESEN: At ten to four? Yes. Thank you, Your Honour.

THE COURT: I'm not going to log off, I'm just going to turn off my camera and my microphone. But just a warning that I can hear anything people say if you don't mute your own microphones.

MS. JILESEN: I will. We will mute.

THE COURT: Thank you.

MS. JILESEN: Thank you.

THE REGISTRAR: This court is in recess until 3:50.

R E C E S S

U P O N R E S U M I N G

THE COURT: So, you've given me a draft order. And, I see you've also given me a comparison to the model order. In light of the discussion that we had about this, is there anything that you would change in the draft order?

THE REGISTRAR: We can't hear you Ms. Jilesen.

MS. JILESEN: I'm sorry. I was double muted as a result of your warning, Your Honour. No.

There's nothing that we would change. I was going, I did say, but you didn't hear me because I was double muted, that I, if you'd like us to take you through the order, one of my colleagues can take you through it paragraph by paragraph.

5 THE COURT: I'm not sure if we need to go through
it paragraph by paragraph. I mean, I've read
most of the paragraphs, but obviously it's really
the schedules that are going to be of the most
impact.

MS. JILESEN: Okay.

10 THE COURT: They reflect who is being restrained.
And, so, perhaps if you just walk me through
that, let's look at Schedule A first.

MS. JILESEN: Can I ask my colleague, Ms. Kras,
to do that with you, Your Honour?

THE COURT: By all means.

MS. JILESEN: So, K-R-A-S, first initial J.

15 SUBMISSIONS BY MS. KRAS:

MS. KRAS: Good afternoon, Your Honour.

THE COURT: Good afternoon.

20 MS. KRAS: So, if you have Schedule A.

THE COURT: I do.

25 MS. KRAS: Excellent. So, beginning with the
first item listed here, we've sought to freeze
any and all assets of the defendant corporation
Freedom 2022 on the basis that this is a
corporate defendant, proposed defendant,
incorporated for the stated purpose of
facilitating the *tortious* conduct at issue in the
proposed claim. We've enumerated here
specifically for the purposes of providing
30 clarity to GiveSendGo campaign funds.

THE COURT: Yes.

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MS. KRAS: Which are as stated on the GiveSendGo website for the benefit of the corporate defendant, Freedom 2022.

THE COURT: Right. This is the entity that publicly announced that it wasn't going to follow Ontario court order. Not Freedom 2022, but GoSendGo, right?

MS. KRAS: That's correct, Your Honour. And, so we seek the extra territorial enforcement of this order and is a decision that we will need to make upon it being granted.

THE COURT: Right.

MS. KRAS: And, as....

THE COURT: Freedom 2022 is a corporation?

MS. KRAS: Yes.

THE COURT: And, it's incorporated where? Sorry.

MS. KRAS: In Ontario.

THE COURT: In Ontario. Okay. All right. Thank you.

MS. KRAS: The next item enumerated here are the specific assets of the named defendant Patrick King. And, so, as Ms. Jilesen outlined, we're not seeking to freeze all of Mr. King's assets. We're not seeking to freeze his RRSPs or his TSFAs, he can still use those. But we are seeking to freeze the particular accounts that he has publicly indicated he is using for the purpose of furthering the conduct in the proposed amended claim.

THE COURT: Okay. That includes the Alberta Treasury Branches?

MS. KRAS: It does.

THE COURT: Which are operated by the Government of Alberta.

MS. KRAS: That's correct, Your Honour. So, the Alberta Treasury Branch would be akin to the bank that we would provide notice to. It would be considered an intermediary under the order. And, so, you know, a greater likelihood of compliance from that institution.

THE COURT: If it's, again, I'm not, I know it's in the affidavit, but is there any reason to believe that he has accounts at Alberta Treasury Branches that are just for this purpose, or is that his general bank account, or do we know?

MS. KRAS: It's unclear, Your Honour. It's very possible that it may be his general bank account. Mr. King himself has publicly stated that this is the account that he is using to distribute funds from. And, so that's in a way, you know, the typical *Mareva* situation where we are freezing an asset of the defendant. Mr. King, like all of the *Mareva* respondents, has the ability to come back to the court on 24 hours' notice to the plaintiff to seek amounts for reasonable living expenses or legal representation. If this order in any way interferes with his stability to sustain a livelihood, that is a built-in protection of the model order. And, so, I can take Your Honour to the particular....

THE COURT: I'm just trying to think if there's any practical way of limiting that.

5 MS. KRAS: Unfortunately, Your Honour, it's somewhat, the position, we did think about this extensively, it's the position that you and Ms. Jilesen were discussing earlier, the issue, part of the issue with the government order that has been issued is that it's identifying particular funds and putting the obligation on the financial institution to try and identify what the purpose of those funds are that are being held. And, of course, the Alberta Treasury Branch can't read Mr. King's mind and know which accounts he's using for the benefit of this protest or not. And, so for the purposes of this preliminary freeze, the idea is to freeze that account. And, again, if....

15 THE COURT: But I'm, like, for instance, with Tamara Lich, you're only seeking to freeze funds that have come in through e-transfers from a particular email address.

20 MS. KRAS: So, the effect will have to be, Your Honour, of freezing the account that has been received, that those funds had been received into.

25 THE COURT: Oh, I see. All right. So, that would be the same situation. This, unless she has multiple bank accounts, this will freeze her bank account in its entirety because the bank won't know what to do about that.

30 MS. KRAS: That's correct. For the time being. And, so, this is a bank account also with respect to Ms. Lich that she has, we can't say, Your

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5 Honour, one way or another whether Ms. Lich has additional bank accounts, whether this is an account that was opened for the purpose of receiving these donations. We simply don't have that information before you. We do have the information that gives, you know, a strong *prima facie* case to establish that she has a bank account through which she has been receiving e-transfers for the purposes of distributing them to the protesters to further the *tortious* conduct. And, it is our intention to try and capture that account.

15 And, again, if that has the effect of freezing Ms. Lich's only asset or only account, which is what happens in traditional *Mareva* cases, we freeze all of the assets of the defendants and the defendant has the right to come back on 24 hours' notice and say, no, I need access to that account or a portion of that account in order to be able to sustain living expenses and legal representation.

25 It's a similar issue, Your Honour, with respect to Mr. Gerra. So, we don't have the account numbers or the institutions at which he is holding funds that he has gathered through the Adopt-A-Trucker fundraising platform. But we have tried to identify with some particularity the specific assets that are intended to be targeted by this order, again, for the purpose of

30

5 ensuring that we are not, for example, freezing
Mr. Gerra's RRSP. We're not freezing his ability
to dispose of his other assets. And, so Item 5
is specifically the account through which Mr.
Gerra has been receiving funds donated through
GiveSendGo. There's been some suggestion in the
record that because he was the creator of the
GiveSendGo campaign, he may have access to those
funds.

10 THE COURT: Right.

MS. KRAS: And, then also, the funds that he's
received directly by e-transfer or through the
Adopt-A-Trucker website, those are separately
enumerated. And, then for the rest of the order,
15 Your Honour, we get into the issue of the
cryptocurrency. So, Mr. Gerra himself has also
solicited donations directly to certain
cryptocurrency wallets that are in his control.
And, those are the wallets that we have
20 enumerated here.

And, again given the public nature of the ways in
which these funds can move, we've included as
Item 8 and this is reflected as well for the
25 additional cryptocurrency assets to provide some
cover to the exchanges that any, any assets that
move from these wallets that are clearly
traceable to another wallet, should also be
frozen.

30 THE COURT: Right. Okay. And, that's the same
thing for the next list of digital wallets?

5 MS. KRAS: Precisely. Yes. So, we have the next group of digital wallets are the ones being held and controlled by Mr. Dichter and Mr. St-Louis. Mr. Dichter and Mr. St-Louis are the ones who have been the most vocal, probably Mr. St. Louis has been the most vocal about the plans to disperse the funds from these specific wallets. And the amendment we made, Your Honour, to the order of this morning was really to enumerate in 10 Item 10 the additional wallets that we've already been able to see funds have been dispersed to.

THE COURT: Right.

15 MS. KRAS: And, so that's based on the evidence of Mr. Sanders, which you should have. His affidavit of today.

THE COURT: Right. Okay.

20 MS. KRAS: And, so that, Your Honour, is the targeted universe of assets that this order is seeking to freeze. The remaining schedule, Schedule B is a schedule known of intermediaries. So, no financial institutions, exchanges and custodians of certain cryptocurrency assets that we intend to provide notice of this order to, to direct them to the extent that they're able to 25 freeze any of the funds or the assets outlined in Schedule A.

THE COURT: All right.

30 MS. KRAS: And, so if there are any further questions about the draft order, Your Honour, any other paragraphs, I'd be happy to walk you through it.

THE COURT: No. I understand what all the other paragraphs are for.

MS. KRAS: The one other piece, Your Honour, I'll just note that we are seeking particular direction with respect to service, given the reality of the situation being that these defendants are on the ground at various undisclosed locations in Ottawa. We know they're in Ottawa, we have the evidence to establish that. But, of course, those who are represented by counsel will be served in the ordinary course. There are some provisions for the service of those who have not yet had counsel come on the record. And, those are through the social media accounts that these individuals have been using frequently over the past several weeks.

THE COURT: Right. So, in the case of Justice McClean's injunction there was a provision in it that required the named defendants to utilize their social media to broadcast the fact of the injunction. It might be a bit much to hope that they would comply with that in this kind of order.

MS. KRAS: We haven't, we haven't sought that relief here, Your Honour. We haven't sought particular relief with respect to how notice will be provided.

THE COURT: Right.

MS. KRAS: In contrast to the Attorney General's order, that's correct. We imagine that notice is going to need to be provided in a variety of

different ways, and....

THE COURT: Well, I think you can then, yes, and you can then seek an order to validate that sort of....

MS. KRAS: Yes. So, I will point out, however, that just because you bring that up, Your Honour, we have included them at the bottom of paragraph 15(f), a provision indicating that service shall be deemed valid upon the earlier of confirmation of receipt of the order by the person outlined in those subparagraphs.

THE COURT: Right.

MS. KRAS: Or, 24 hours from the time the order and motion materials are sent in accordance with those paragraphs.

THE COURT: Right. So....

MS. KRAS: And we....

THE COURT: That is, so that deals with Mr. King, Mr. Gerra and Mr. St. Louis. And, now I'm not sure you can, you can send a copy of materials by email subject to size restrictions. I don't think you can serve the materials through Facebook, but you can certainly provide a notice through Facebook and end up like as you would if you were publishing in a newspaper take notice that, you know, there is an injunction that does the following things, and you may obtain a copy of the materials by X or Y.

MS. KRAS: Yes. So, I'm told, Your Honour, that we can send them a link the materials that will allow them to access it.

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THE COURT: Okay.

MS. KRAS: For example, by downloading. So, they, our intention is to serve them with the record and the order and not just to provide notice to these targets of the *Mareva*. With respect to the world at large, the banks and the exchanges, notice may be provided in different ways. But it will have to include the order, of course.

THE COURT: Yes. And, I think you did that in some of the materials I think there's links that take you to somewhere where you're posting materials. Right?

MS. KRAS: Not, not yet. I think that is something that the Attorney General did was create an independent URL code, a website where they were posting their materials. But that's something that we haven't set up yet. But it's certainly something that we're considering in terms of having to provide notice.

THE COURT: Well, I, again, I appreciate that you're not class counsel, that Mr. Champ is, so I don't know what your involvement will be. But ordinarily in a class proceeding, class counsel creates the class proceeding website and posts all the documents there. And, you know, that would be helpful. Right?

MS. KRAS: Yes. And we can pass that, we can pass one along to Mr. Champ.

THE COURT: Yes. It's usually for the benefit of the class, but there's no good reason why you

couldn't have defendants also access the material on a publicly accessible website.

MS. KRAS: Certainly. Yes.

THE COURT: All right. So, now I'm fairly, I'm not particularly concerned about that. Maybe if we were going to be very precise, we would probably add some wording about notices and what the notice would look like. But I think we can worry about that later, since particularly, since this is only going to be a short-term order, if

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granted. All right. Thank you. That's very helpful.

MS. KRAS: Thank you, Your Honour. I'll concede the floor back to Ms. Jilesen.

THE COURT: Thanks. I can see the title of this when we get to the inevitable public education, it would be how many lawyers does it take to obtain a *Mareva* injunction?

MS. JILESEN: It's been great teamwork, Your Honour.

THE COURT: I can see that. I mean, I didn't intend that to be flippant or critical.

MS. JILESEN: No. I, I didn't think so. I just didn't want it [indiscernible] how many lawyers it takes to get a *Mareva* injunction. So, I thought I would tell you.

R E A S O N S F O R D E C I S I O N

MACLEOD, J. (Orally):

5 THE COURT: Exactly. Well, look. Here's
another, you are hearing my thought about this.
I was dubious when we started, but you have
persuaded me that the injunction is appropriate
10 under the circumstances.

15 I think there are some significant, I still have
some concerns about doing this in the context of
a class proceeding, because there are more than
the usual impediments between the point of and
the damages. So, while the plaintiff has a
strong *prima facie* case to some kind of damages,
it is a bit of a stretch at this point for me to
say that the damages are anything like 20
20 million. But I do not think I have to be
satisfied of that and I am satisfied that if we
restrained briefly the distribution of these
funds, then that gives time for the defendants to
come to court to either argue for a narrower
injunction or that it should be dissolved
25 entirely. And that's the safeguard, one of the
safeguards in the system.

30 I think it would be preferable for, again, unless
there's any reason not to do this, for me to
entertain the motion to amend the statement of
claim and add the parties. And if, again, no one

5 is prejudiced by that because you would not have
to put anyone on notice because nobody is a
defendant. So, you are entitled to amend the
claim as a right and seek to add parties or no
limitation periods that apply and you can just
pursue another action.

10 So, I think I am prepared to grant that relief.
So, what I would ask that you do is send me the
draft order with the amended statement of claim
and the draft order should provide for a fresh as
amended statement of claim and the addition of
parties and amendment of the title of the
15 proceedings in accordance with the draft set out
in Schedule A.

20 I think we should do that first. Then I am
prepared to grant the injunction. But at that
point you could change the title of the
proceedings on the injunction itself to match the
new statement of claim. I think that is fair in
terms of the, and by more transparent in terms of
the, for instance, Freedom 2022. I understand
25 there is actually a defendant and there is
actually a claim against the defendant and it is
not just a second-hand claim.

30 MS. JILESEN: That makes perfect sense, Your
Honour. Understood and thank you. We'll just
need a few minutes to....

THE COURT: I'm sure you will. But, that's okay.
I'm going to be here for a while. I will give

you just in case, there are no staff around here,
I'll give you my direct email address, you can
for that purpose email me directly.

MS. JILESEN: Right.

THE COURT: Let me just find....

MS. JILESEN: It may....

THE COURT: I've got your email address here.

MS. JILESEN: Right. Yes.

THE COURT: So, I will it send to you my email
and you can send it there. And, I'll do that
shortly. Okay. And, then we will make this
returnable on February 28th where I was scheduled
to sit in Divisional Court in Toronto. But I
guess I will find someone else to do that. Did
you want to make it returnable at 10 o'clock?

MS. JILESEN: That works, Your Honour.

THE COURT: By video conference.

MS. JILESEN: Thank you.

THE COURT: And, I anticipate there may be a
bigger audience than there was today.

MS. JILESEN: There may be.

THE COURT: On both parties. The other thought,
so the other thought I had on the wording of the
order in terms of the, in terms of Schedule A.

MS. JILESEN: Yes.

THE COURT: With respect to King, Lich and
Gerra...

MS. JILESEN: Yes.

THE COURT: ...I wonder if we could come up with
some wording that says something like subject to,
or just something that makes it clear to the,

those defendants that they may bring a motion on short notice to...

MS. JILESEN: For living expenses.

THE COURT: ...restrict the ambit of the freeze and that they may do that, or provide a written consent of the person restrained and the plaintiff.

MS. JILESEN: So, Your Honour, do you wish, so that is in paragraph 6 of the order it addresses that in the normal way. Would you like us to sort of make a note, a notation underneath just confirming for those defendants, you know, in brackets or something underneath. Like....

THE COURT: But it's not, sorry, just something that refers them back to paragraph 6.

MS. JILESEN: Yes.

THE COURT: And, if we, I think it would be worth adding to paragraph 6 that if there's a written agreement between the moving party and that point, you know, that, you know, they don't have to....

MS. JILESEN: Yes. It may....

THE COURT: You can change, you can obtain a variation of the order either on consent, you don't need because we're only talking about 10 days.

MS. JILESEN: Right.

THE COURT: You don't need to modify the order. But if someone who writes to you, I doubt that they will, if they write to you and say, you know, that's my mortgage account and I need to

5 have funds for that purpose. And, I agree to put funds into this other account, then, you know, that may be something you can work out very quickly without having to come back in front of me.

MS. JILESEN: Right. That is the normal course with these injunctions. Those agreements are often made and we'll add that note to Paragraph 6.

10 THE COURT: Yes. That will invite them to perhaps negotiate the ambit. But apart from that, if you make those tweaks to the order and then send me the draft, then I'll deal with it in, in that by amending the claim first and then granting the injunction.

15 MS. JILESEN: All right. We will get those to you as soon as we can, Your Honour. I am going to be in touch with Mr. Champs' office with respect to the amended claim. But I don't expect it will take us very long to do this.

20 THE COURT: Yes. If the order comes from his office, that's fine, too. But I think we should amend it first and then have the injunction show the amended parties. I think that sends a useful message in any event about, you know, that some of these people are being added to this party.

25 MS. JILESEN: You haven't sent me the email yet, have you, Your Honour?

30 THE COURT: I have not. No.

MS. JILESEN: Okay. Good. One of my colleagues told me to check it.

THE COURT: No. Sorry. I haven't done that.

MS. JILESEN: Oh no. I'm suggesting you should have done it now. I....

THE COURT: You know, but if you give me just one second, I will. Because all I need to do is go to the end of the, your *factum* and.... Okay. Give me one second while I flip over to my email here. Sorry, I forgot how to spell litigate. There we go.

MS. JILESEN: Thank you. So, Your Honour, I know one of my colleagues will have good notes, but I just want to make sure we have a good understanding of what you're looking for in terms of the order amending the claim. So, you want the order to make it clear that it is adding parties?

THE COURT: Yes. So, okay. So, it should say we just granted to amend or amend this statement of claim to add parties and change the title of the proceedings in accordance with the draft claim set out in Schedule A.

MS. JILESEN: All right. I believe we have that now. Okay. Thank you. So, I have your email. Thank you, Your Honour.

THE COURT: Okay. Good. Actually, I guess if you want you could, you can say the statement of claim is amended and the parties are added and the title of the proceedings is amended in accordance with the draft set out in Schedule A. That will be clear to the people who will receive it although you still actually have to go and

issue that amended claim the suspecting case, you probably have to pay for a motion.

MS. JILESEN: We will figure all of things out before the [indiscernible].

THE COURT: All right. I think that's all I need now. So, yes. If you get that to me, I'm going to be here for a while because I have a, some other things to do. So, I will look forward to receiving that. So, thank you for your assistance with this and I will see you in ten days.

MS. JILESEN: Yes. Thank you very much for your time, Your Honour.

THE COURT: Right. Thank you.

THE REGISTRAR: This court is now adjourned.

THE COURT: Thank you, Mr. Registrar.

THE REGISTRAR: You're welcome.

C O U R T A D J O U R N E D

FORM 2

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**T
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THIS IS **EXHIBIT "B"** REFERRED TO IN THE
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THE **28th** DAY OF **MARCH**, 2022.

A handwritten signature in blue ink, appearing to be 'B. Ferguson', is written above a horizontal line.

A Commissioner, etc.

B. Ferguson

GOLDSTEIN: Federal intelligence expert says Freedom Convoy donors no threat

Author of the article: [Lorrie Goldstein](#)

Publishing date: February 26, 2022

<https://torontosun.com/opinion/columnists/goldstein-federal-intelligence-expert-says-freedom-convoy-donors-no-threat>

A senior official with the federal government's intelligence unit responsible for preventing the financing of terrorist and money-laundering activities says the typical person who donated money to the Freedom Convoy protests in Ottawa posed no security threat to Canada.

Barry MacKillop, deputy director of intelligence at the Financial Transactions and Reports Analysis Centre (FINTRAC), added that if a minority of the roughly 100,000 donors who contributed about \$10 million to the cause through crowdfunding were right-wing extremists wanting to topple the Trudeau government, they chose the wrong way to do it.

That's because "there are ... many other ways that are probably easier to use to launder money or collect funds to finance terrorist activities."

As first reported by Blacklock's Reporter, in testimony before the Commons finance committee Thursday, MacKillop was responding to a question by Liberal MP Sophie Chatel.

She expressed fears that "foreigners" and "far-right groups" had used crowdfunding of the Freedom Convoy to cause billions of dollars of damage to the Canadian economy through such activities as blockading the Windsor-Detroit Ambassador Bridge, a major trade route.

MacKillop responded that wasn't the motive of the typical person who donated.

"Certainly, there were people who supported the cause before it was declared illegal," MacKillop noted.

"So I think that there were people around the world who were fed up with COVID, who were upset and saw the demonstrations against COVID (mandates) and I believe that they just wanted to support the cause."

"It was ... their own money, so it wasn't money that funded terrorism, or that was in any way money-laundering."

(Based on stolen data from the U.S.-based GiveSendGo crowdfunding platform of \$8.9 million in donations, while most of the money came from Canada, the largest group of donors came from the U.S., followed by Canada, with lesser amounts and donors from a few other countries.)

In testimony before the Commons public safety and national security committee on Feb. 10, MacKillop said FINTRAC doesn't view crowdfunding platforms as major sources of money to undermine the Canadian economy or the government.

"We do not consider crowdfunding platforms to be tools that could be used to launder money or finance terrorist activities," he said.

"There is always a risk that someone could ... but that's not necessarily the tools they would choose. There are, in fact, many other ways that are probably easier to use to launder money or collect funds to finance terrorist activities."

Liberal MP Taleeb Noormohamed asked: "Do you have any concerns or have there been any flags raised thus far around potential sources of funding for what has been happening in Ottawa?"

And MacKillop responded: "No. In terms of the sources of funding that we've seen to date ... we have not seen a spike in suspicious transaction reporting ... related to this."

One would hope that with the Trudeau government now having revoked the Emergencies Act little more than a day after the House of Commons ratified it on Monday, MacKillop's well-informed perspective would put a damper on the ongoing hysteria generated by Prime Minister Justin Trudeau labelling all vaccine mandate protesters as racists, misogynists and white supremacists.

This to the point where people are still being doxed and "exposed" in the media as donors to the Freedom Convoy, for doing nothing illegal, using stolen data that is so inaccurate it lists Trudeau and Sophie Grégoire Trudeau as donors.

But don't count on it.

lgoldstein@postmedia.com

Convoy donations came from fed-up people, not terrorists: FINTRAC

By Cosmin Dzsurdzsa

-

February 25, 2022

<https://tnc.news/2022/02/25/convoy-donations-came-from-fed-up-people-not-terrorists-fintrac/>

Canada's chief financial intelligence agency has once again [shut down](#) claims by the Trudeau government that donations given to the truckers' Freedom Convoy constituted terrorist funding.

Blacklock's Reporter reported Friday that Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) deputy director of intelligence Barry MacKillop had declared the money raised for the convoy protests came from people supporting a cause they believed in.

"It was their own money. It wasn't cash that funded terrorism or was in any way money laundering," MacKillop told the Commons finance committee.

"These were people who supported the cause before it was declared illegal. There were people around the world who were fed up with Covid and were upset and saw the demonstrations. I believe they just wanted to support the cause."

The Liberal government and legacy media have repeatedly claimed that the protests sweeping Canada for the past month have somehow been supported by funding from foreign extremists.

This is not the first time that FINTRAC has [poked a hole](#) in the Liberal government's narrative regarding the convoy's funding.

MacKillop told parliamentarians on Feb. 10 that there were no signs that the Ottawa protests were a form of ideologically motivated violent extremism and that no transactions related to the demonstration had been flagged by his department.

"The money... what's happening in Ottawa has not been identified to my knowledge as ideologically motivated violent extremism," said MacKillop.

"No, the sources of funding we've seen to date – we have not seen a spike (in suspicious transactions), and as you know I can't speak to individual reporting or reporting on any individuals or organizations. But we have not seen a spike in suspicious transaction reporting for example related to this."

Prime Minister Justin Trudeau invoked the Emergencies Act on Feb. 14 to crush demonstrations in Ottawa. The law also expanded the scope of terrorist and money laundering laws to include crowdfunding platforms.

"This will help mitigate the risk these platforms receive illicit funds," Freeland said to justify the decision.

"We are making these changes because we know these platforms are being used to support illegal blockades and illegal activity which is damaging the Canadian economy."

According to Department of Finance officials, as little as [\\$20 in donations](#) was enough to trigger a bank account freeze and an investigation under the act.

Trudeau repealed the Emergencies Act earlier this week.

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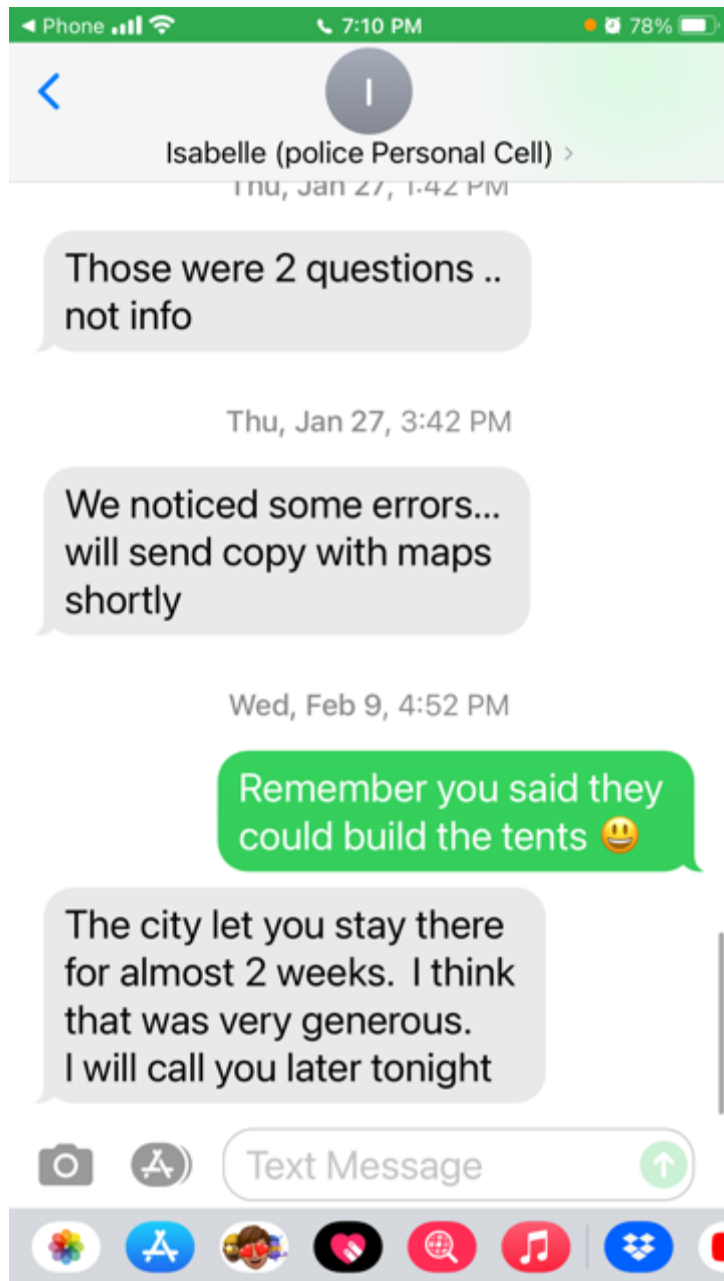
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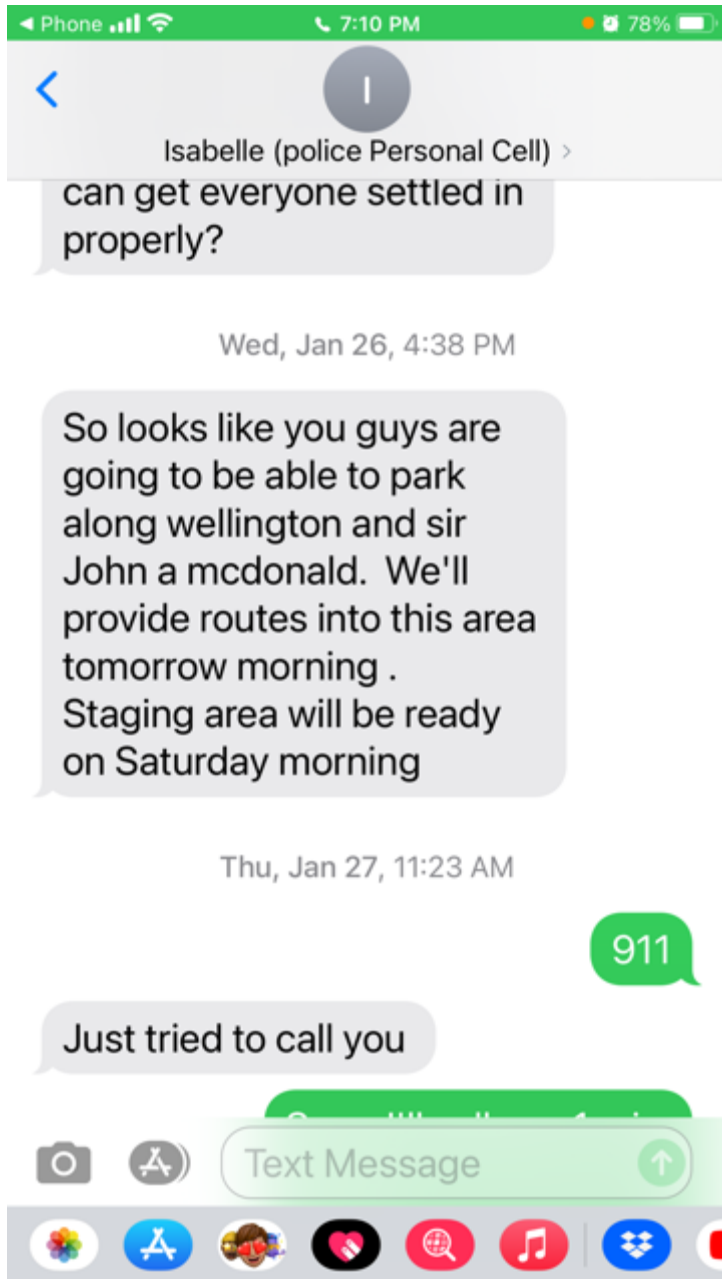
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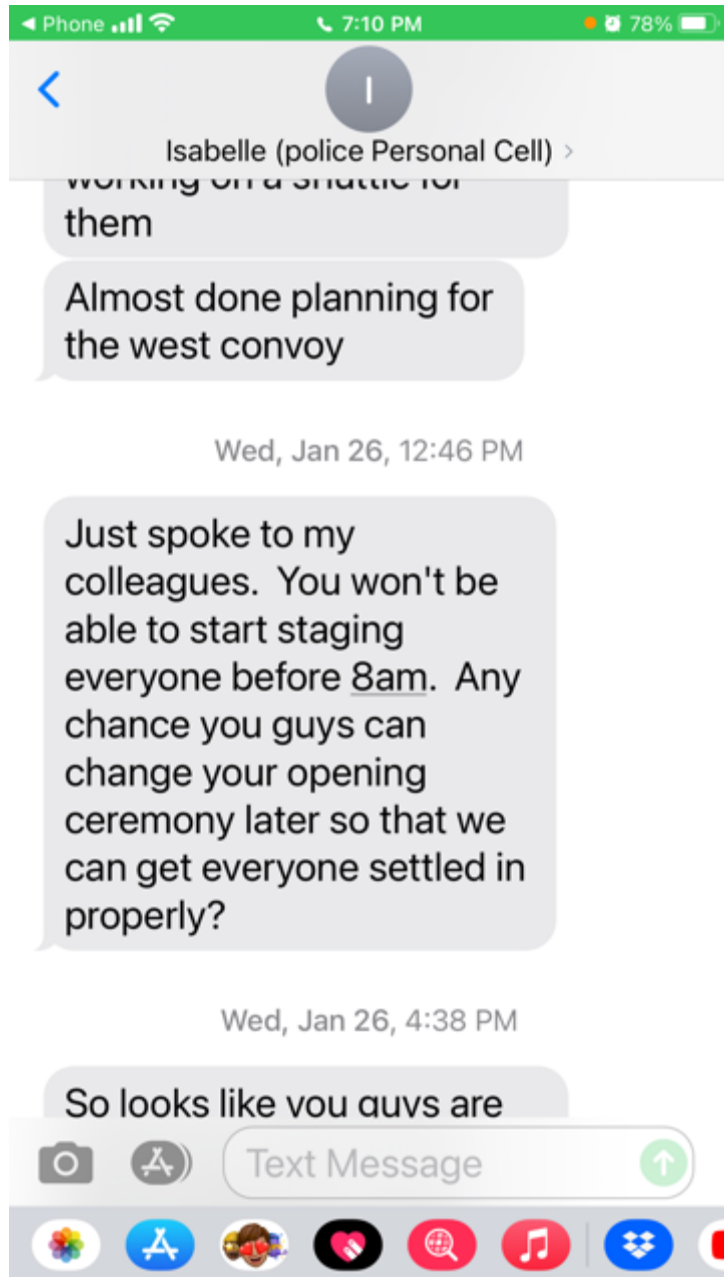
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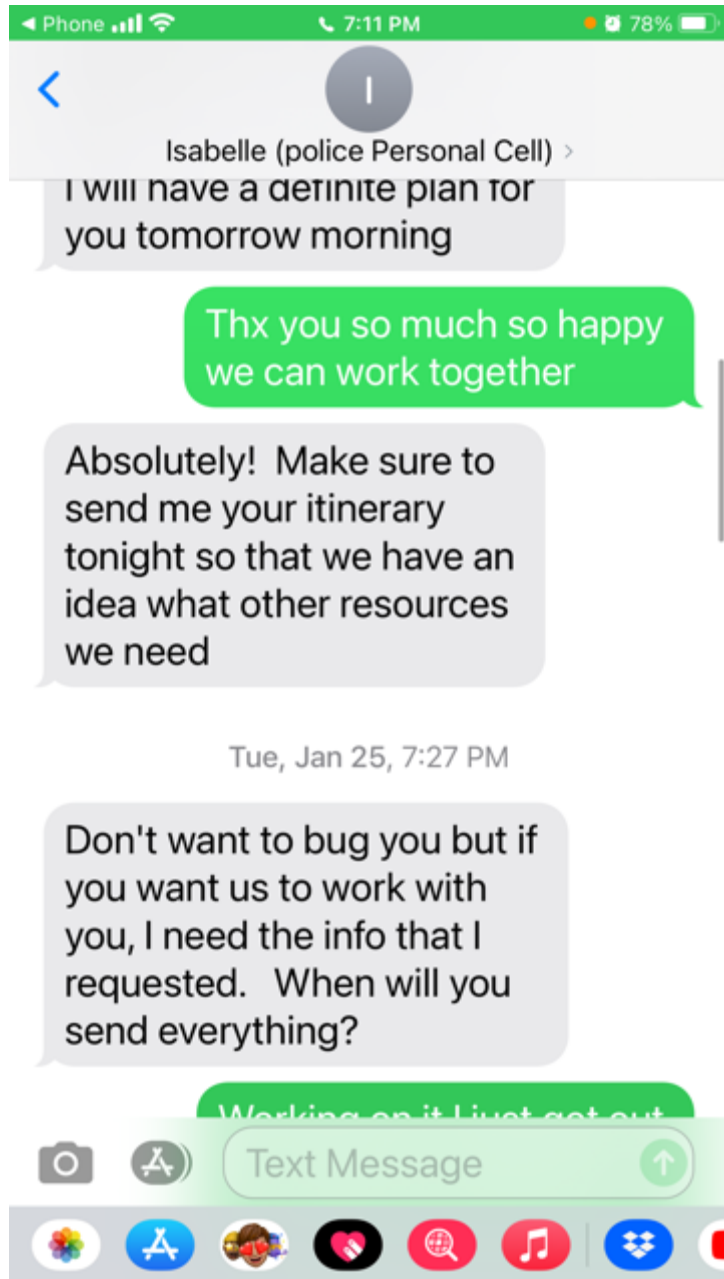
A Commissioner, etc.

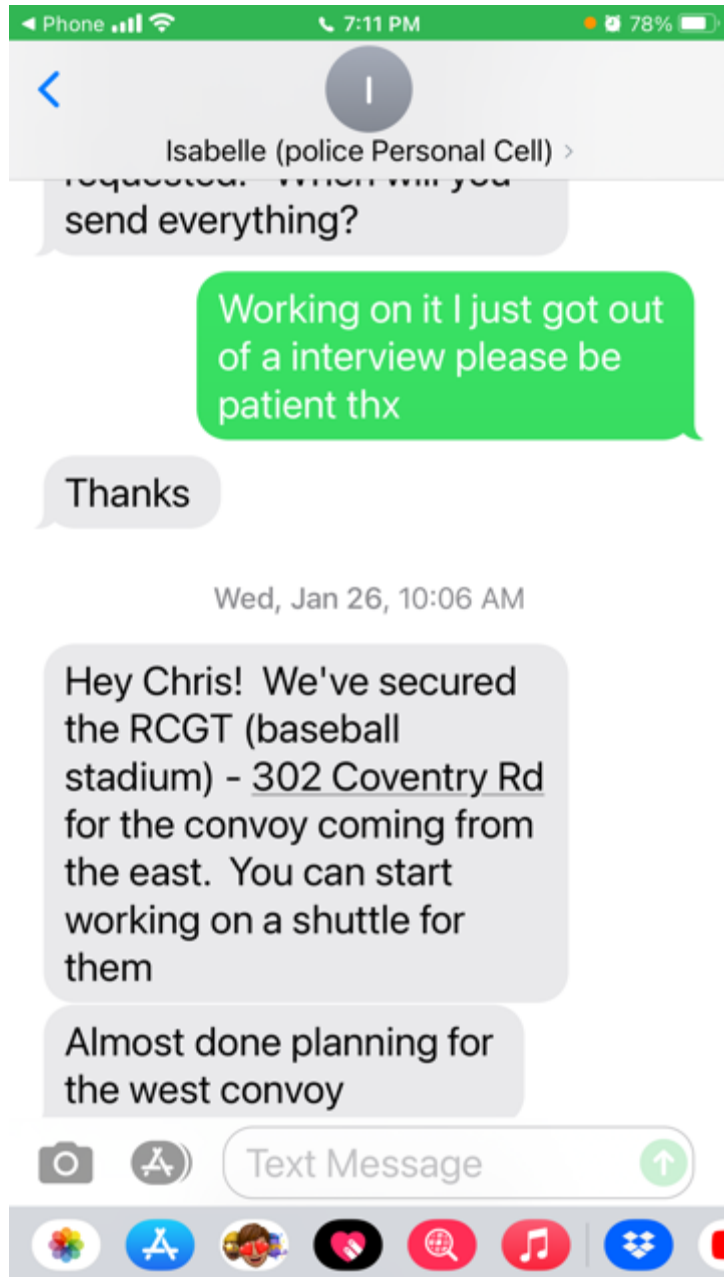
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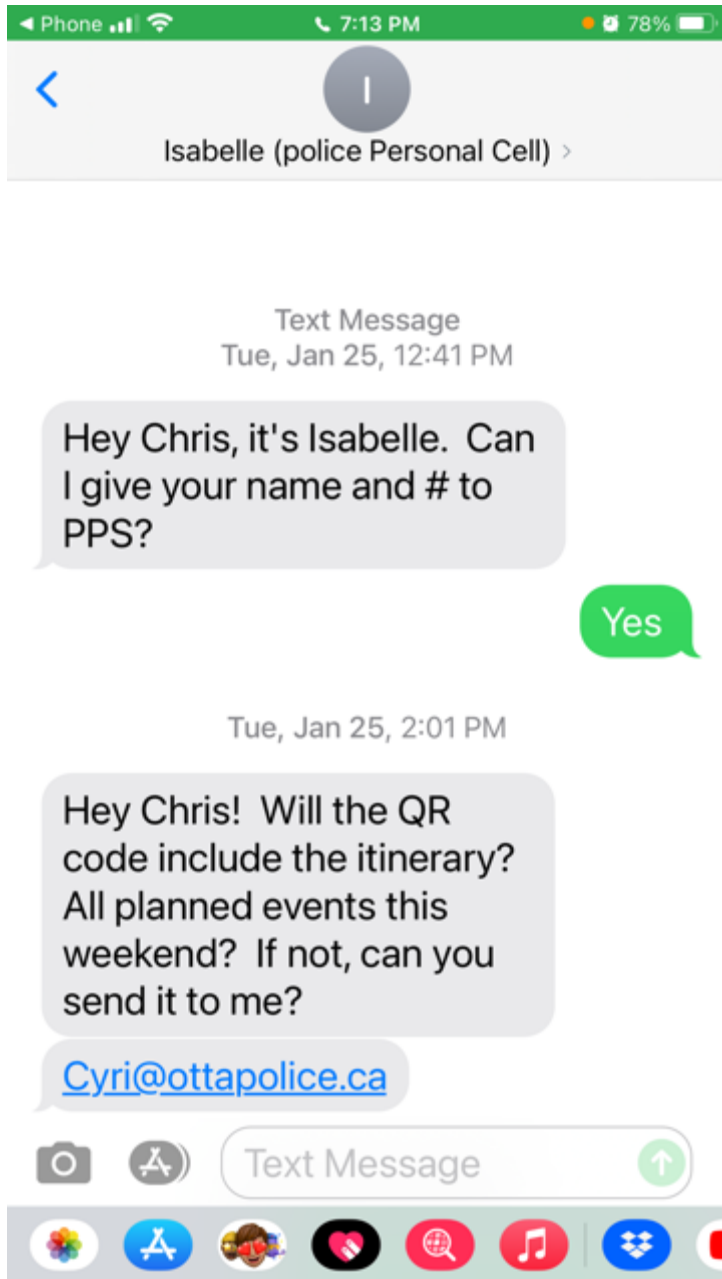


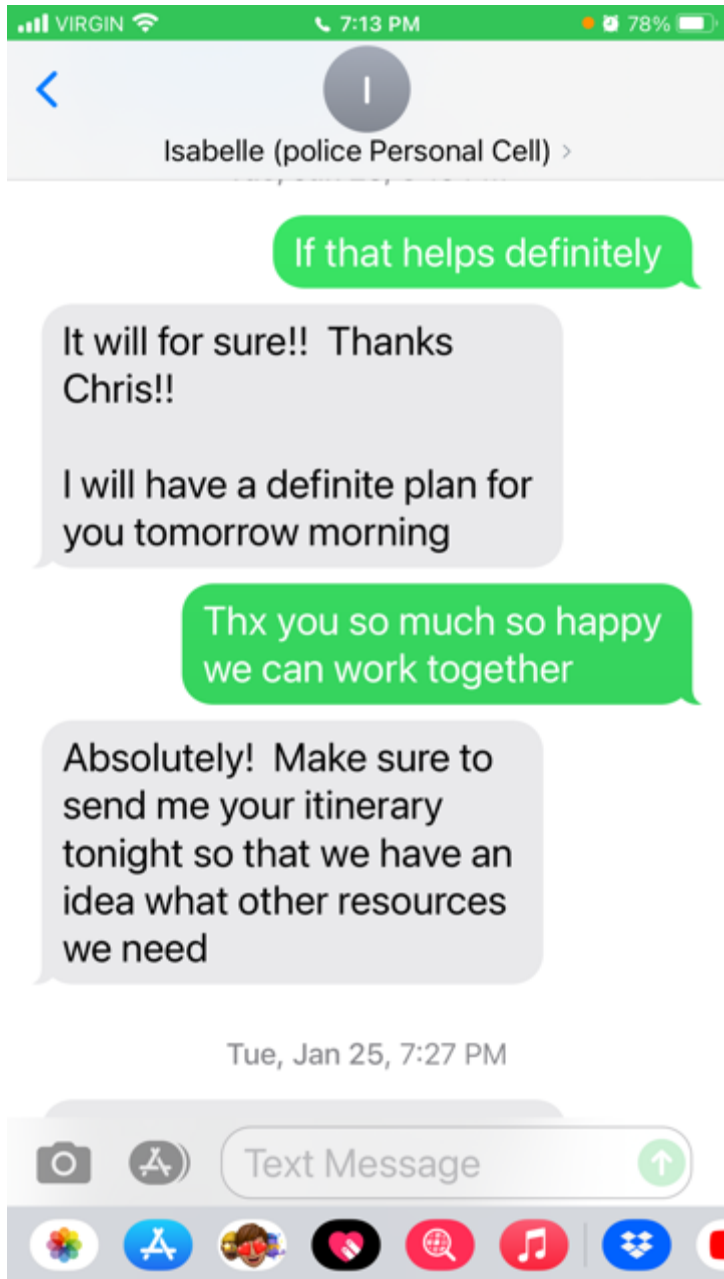




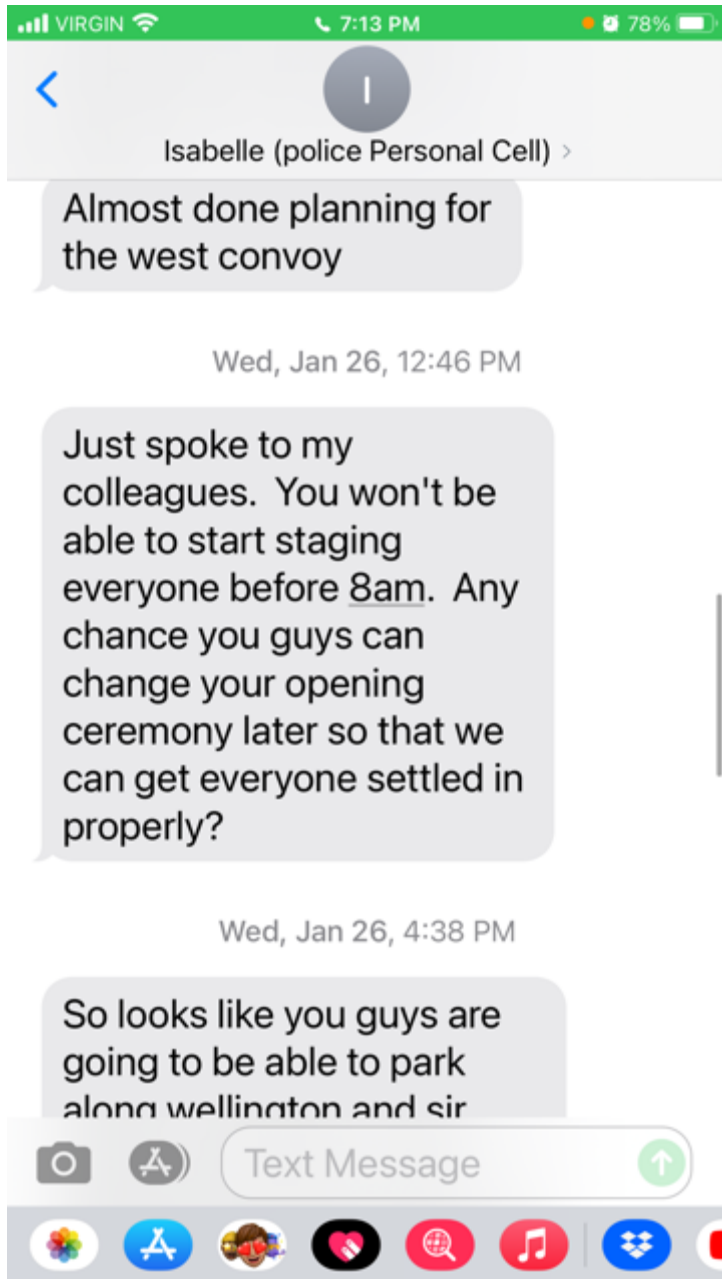














Sent from my iPhone

From: "Cyr-Pidcock, Isabelle" <Cyr-PidcockI@ottawapolice.ca>

Date: January 27, 2022 at 3:08:44 PM EST

To:

Subject: FW: Staging area

From: Cyr-Pidcock, Isabelle

Sent: January 27, 2022 1:43 PM

To:

Subject: Staging area

Routes to staging areas:

Trucks and vehicles travelling E/B on 417

N/B on Pinecrest

E/B on Richmond

E/B on Carling Ave

Onto SJAM (staging area)

Trucks with boxed trailers

N/B on Kent St

E/B on Wellington (staging area)

Trucks and vehicles coming from 416

N/B on Pinecrest

E/B on Richmond

E/B on Carling Ave

Onto SJAM (staging area)

Trucks with boxed trailers

N/B on Kent St

E/B on Wellington (staging area)

ALL Trucks and vehicles travelling N/B on 174

E/B on 174

W/B on 417

N/B on Aviation

W/B on Sir George Etienne Parkway

ALL Trucks and vehicles travelling W/B on 174

N/B on Aviation Parkway

W/B on Sir George Etienne Parkway

ALL Trucks and vehicles coming from Gatineau - hwy 5

King Edward

Rideau st

**Absolutely no parking on Laurier Ave. It's a designated emergency response route for police, fire and ambulance

**No parking on Elgin St, from Wellington to Hwy 417 as it is also designated as an emergency response route.

**Every staging area lane way will have an adjacent emergency access lane for emergency services

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF CHAD EROS
(sworn March 28, 2022)

Investigation Counsel PC
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Toronto, ON M5H 2S6

Norman Groot / LSO No.: [REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]
[REDACTED]

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

Proceedings under the *Class Proceedings Act*, 1992

**SUPPLEMENTAL MOTION RECORD OF THE MAREVA
RESPONDENTS**

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